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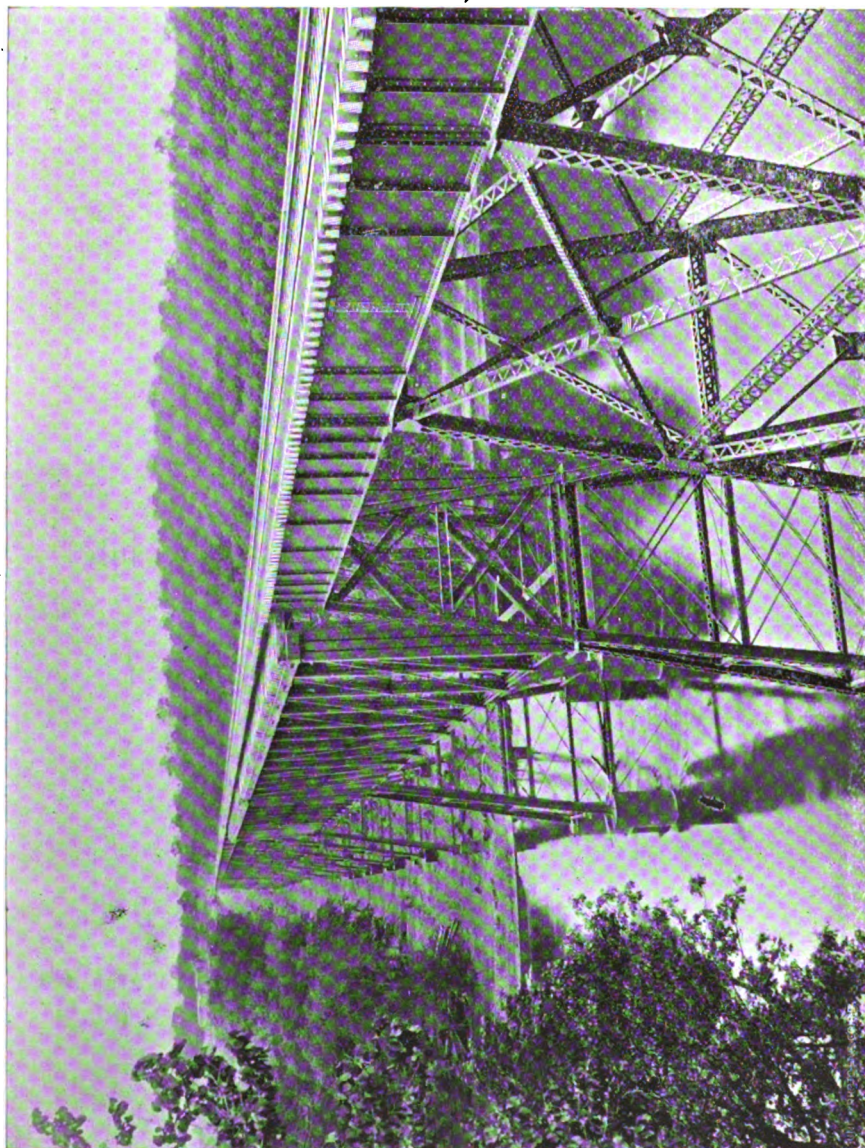
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Nothing to do. 176

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DES MOINES & NORTHWESTERN RAILWAY—High Bridge, over Des Moines river.
Length of north steel trestle approach, 1,389 feet; length of south steel trestle approach, 142 feet; length of two spans over the river, 386 feet; total length, 1,907 feet. The height of the bridge above the water is 101 feet.

Nineteenth Annual Report

OF THE

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BOARD OF RAILROAD COMMISSIONERS

FOR THE YEAR ENDING JUNE 30, 1896.

STATE OF IOWA.

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

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RAILROAD COMMISSIONERS' REPORT.

STATE OF IOWA,
BOARD OF RAILROAD COMMISSIONERS, }
DES MOINES, December 7, 1896.

To the Honorable Francis M. Drake, Governor of Iowa:

In obedience to the law, we, the undersigned railroad commissioners of the state of Iowa, submit the following as the nineteenth annual report of our doings for the preceding year.

It is intended hereby to report such facts, statements and explanations as will disclose the working of the system of railroad transportation in this state and its relation to the general business and prosperity of the citizens of the state and such suggestions and recommendations in respect thereto as to us seem appropriate.

The statutes of the state enjoin upon us the duty to report as to every railroad corporation doing business in the state:

First.—The amount of its capital stock.

Second.—The amount of its preferred stock, if any, and the condition of its preferment.

Third.—The amount of its funded debt and the rate of interest.

Fourth.—The amount of its floating debt.

Fifth.—The cost and actual present cash value of its road and equipment, including permanent way, buildings and rolling stock, all real estate used exclusively in operating the road, and all fixtures and conveniences for transacting its business.

Sixth.—The estimated value of all other property owned by such corporation, with a schedule of the same, not including lands granted in aid of its construction.

To enable us to make this statistical report the statute further provides: "That the president or managing officer of each railroad corporation doing business in this state, shall annually make to the said commissioners, on the 15th day of the month of September, such returns, in the form which they may prescribe, as will afford the information required for their said official report; such returns shall be verified by the oath of the officer making them."

The blank form of report in use by this board has been sent to the proper officer of each railroad corporation with a request to each to furnish the commissioners the information therein called for, and as required by law we have to the extent the information enables us to do, put the same in tabulated form under proper headings.

The same difficulty experienced by our predecessors has come to us in securing the precise definite information suggested by the statute, or that will in an entirely satisfactory manner disclose the workings of the railroad transportation system of the state. This report, therefore, based upon statistics, which in many cases are mere approximations, must itself partake of the nature of an approximation, and hence to a degree be unsatisfactory. We, however, give all the information that can be gathered from the reports furnished.

It is due the officers of the corporations to say that the reports generally show painstaking effort, and where they have not complied with the requests made for information, they have in every case given as a reason that their books are not kept in a manner to enable them to furnish the information called for.

Every report of this commission heretofore made has referred to this difficulty in getting this information. We refer to it now as we do because we are not able to report any improvement; and because we are impressed with the value correct statistics would have to the board, to the corporations and to the public.

The importance of correct statistics is seen when we recall that section 2040 of the Code of Iowa provides that:

No railroad company shall charge, demand or receive from any person, company or corporation an unreasonable price for the transportation of persons or property, or for the handling or storing of freight, or for the use of its cars, or for any privilege or service afforded by it in the transaction of its business as a railroad corporation.

And that the following section provides severe penalties for extortion or overcharge on the part of the companies. How shall it be known when these sections become operative without some certain basis founded on correct information to be ascertained from the corporation books as to the business done in the state and the cost of doing it? Until this is realized, the fixing of rates is in a measure experimental and to that degree unsatisfactory.

Further than this, it is undoubtedly in the power of the corporations to so keep their books that this information could be given the commissioners, and also true that the people of this state would be satisfied to pay such rates for transportation as would be a full reasonable compensation based on this accurate information.

This report also gives the decisions on such questions as have come before us for determination, and reports the results in investigations where complaints have been filed; investigations of serious accidents resulting in loss of life; statements of such cases as are pending in the courts where brought by the board to enforce its rulings; and a digest of the decisions of the supreme court of the state made since its last report, so far as they relate to matters pertaining to workings of this board or its duties.

There is also presented as a part of this report a digest of the decisions of the interstate commerce commission for the past year.

EXPRESS COMPANIES AND EXPRESS RATES.

The Twenty-sixth General Assembly passed an act declaring express companies operating and doing business in this state, common carriers, and providing for their regulation and control by the railroad commissioners, as follows:

SECTION 1. That all express companies operating and doing business in this state are hereby declared to be common carriers, and all laws, so far as applicable, now in force or hereinafter enacted, regulating the transportation of property by railroad companies, shall apply with equal force and effect to express companies.

SEC. 2. The railroad commissioners of this state shall have general supervision of all express companies operating and doing business in this state, and shall inquire into any unjust discrimination, neglect or violation of the laws of this state governing common carriers, by any express company doing business therein, or by the officers, agents or employes thereof, and said railroad commissioners are empowered and directed, so far as it may seem to them expedient and practicable under existing statutes, to make for each express company doing business in this state, as soon as practicable, a schedule of reasonable maximum charges or rates for transporting any kind of property carried by such express companies.

And the duties assigned the board of commissioners have been assumed in accordance therewith.

JOINT RATES.

The question of joint through rates is one that is constantly arising before this board and has occasioned a great deal of discussion among the different commissioners who have been members of the board since the enactment of the present law. In the report made by the board for the year 1895, this question was quite exhaustively presented and treated in all of its various phases, and as there has been no change in the law or other decision of the supreme court on this subject since that time, we deem it unnecessary to add anything further in regard thereto at this time.

FARM CROSSINGS.

As the population of the state increases and the need of more and faster trains becomes more pressing, the question of grade or other crossings becomes of greater importance. The full discussions accorded it in the previous reports of this board indicate its importance to land owners and occupants, to the roads and to the great traveling public, and in several of these reports additional legislation has been recommended "defining what shall be an adequate crossing." In the "Warnock case," decided by the supreme court of Iowa at the October term, 1896, the court say:

State ex rel. Stone, Attorney-General, v. Burlington, Cedar Rapids & Northern Railway Company. (Supreme Court of Iowa. October 26, 1896.) Railroads—Farm Crossings—Adequate Crossings—Convenience of Land Owner.

1. Code, § 1268, providing that, upon the request of any person owning land on both sides of a railway, the company shall construct and maintain one causeway or other adequate means of crossing, with cattle guards, cannot be construed as entitling the land owner to demand other means of crossing, on the ground of convenience or profit, if the causeway is or may be made adequate.

2. The fact that the causeway so constructed is inconvenient, in that its use requires the land owner to open and close gates in order to cross the railroad, does not render it inadequate.

3. Upon an application to the railroad commissioners for an order requiring a railroad to construct an undergrade crossing in addition to a causeway connecting the two parts of applicant's farm, on the ground that it was inconvenient and inadequate, in that the owner was obliged to open and close gates each time he drove his stock to water, it appeared that in all other respects it was or could be made adequate. *Held*, that an order requiring the railroad company to construct such undergrade crossing was unreasonable.

Appeal from district court, Keokuk county; Benjamin McCoy, judge.

Action in equity to enforce an order of the railroad commissioners requiring the defendant to construct and maintain, for the complainant, Alexander Warnock, on his farm, an undergrade passageway for stock, in addition to his present grade crossing. Upon a hearing in the district court, decree was entered affirming said order, and judgment was rendered against defendant for \$175 attorney's fees for prosecuting this action, from which decree and judgment the defendant appeals. *Reversed*.

Woodin & Son, S. K. Tracy and Robert Mather, for appellant. Milton Remley, attorney-general, C. G. Johnson, and L. O. Blanchard, for appellee.

GIVIN, J. 1. Appellant's counsel state as their first contention that the order made and affirmed is "unreasonable and unjust; that the crossing now used by complainant is good,

sufficient, adequate, and located at a reasonable place." Appellee's counsel contend that, under the facts, the crossing now used is not adequate, and that said order is reasonable. The relief asked by Mr. Warnock is under section 1268 of the Code, and, to determine this contention, we first inquire to what he is entitled under said section, which section is as follows: "When any person owns land on both sides of any railway, the corporation owning the same shall, when requested to do so, make and keep in good repair one cattle guard and one causeway or other adequate means of crossing the same at such reasonable place as may be designated by the owner." The words "one cattle guard," as here used, do not mean a single structure on one side of a causeway, such as is usually known as a "cattle guard," for such an arrangement would fail to serve the intended purpose, and be perilous to stock and to the operation of trains. "One cattle guard," as here used, manifestly means such guard as will prevent stock from going from the causeway onto the track on either side. "A 'causeway' is defined by Webster to be a way raised above the natural level of the ground, by stones, earth, timber, fascines, etc. As applied to a railroad, it must mean a way raised above the road. A way so raised and properly constructed the law recognizes as adequate." *Gray v. Railroad Co.*, 37 Iowa, 123. In *State v. Chicago, M. & St. P. Ry. Co.*, 86 Iowa, at page 310, 53 N. W., 264, it is said "that grade crossings are the rule in this state." Owing to the topography of the state and the usual size of farms, grade crossings are usually adequate, and hence "are the rule in this state." Unquestionably, Mr. Warnock is entitled to one cattle guard and one causeway, as defined above, that will afford him adequate means of crossing, and if, from any cause, he cannot have a cattle guard and causeway that are adequate, he is entitled to other adequate means of crossing. The intent of section 1268 plainly is that, when requested, the land owner is entitled to a causeway, a grade crossing, properly guarded, that will be adequate means of crossing; and when, from any cause, this cannot be, he is then entitled to have such other means of crossing as will be adequate. "Adequate; equal to what is required; suitable to the case or occasion; fully sufficient; proportionate." *Standard Dict. Eng. Language; And. Law Dict.* It has never been held under this statute that a land owner was entitled to more than one means of crossing. In *State v. Chicago, M. & St. P. Ry. Co.*, supra, wherein an overhead crossing had been ordered, it is said: "We do not determine that there may not be cases where an overhead crossing may properly be required." In case of *Gray v. Railroad Co.*, supra, the right of way deed contained this clause: "Provided the said company make and keep in good repair two causeways or other adequate means of crossing, if I should require it." It was held that, in accepting the deed, the company undertook to make and keep in repair two causeways or other adequate means of crossing; that one of the crossings provided was not adequate; and that the plaintiff was entitled to have it an open grade crossing, as a means of passing to and from his residence to the public highway. In view of the provision in said deed, this case is not authority for holding that a land owner may be entitled to more than one means of crossing. Our view of section 1268 is that adequate means of crossing is what the land owner is entitled to, and, when that cannot be provided by a surface crossing at a reasonable place, it must be by such other or additional means as are adequate. As tending to support this view, see *Curtis v. Railway Co.*, 62 Iowa, 418, 17 N. W., 591; *Boggs v. Railroad Co.*, 51 Iowa, 435, 6 N. W., 744; *Gray v. Railroad Co.*, supra; *State v. Chicago, M. & St. P. Ry. Co.*, supra.

2. With these views of the law in mind, we now inquire whether, under the facts, the order as made and affirmed is reasonable.

The commissioners made a full finding of the facts, the correctness of which is not disputed, and which are as follows: That the complainant, Alexander Warnock, is the owner in fee and in possession of the S. E. $\frac{1}{4}$ of section 20, in township 77 N., of range 12, W. of fifth P. M., Iowa, in the county of Keokuk; that said premises are all inclosed and under cultivation, and the owner raises and sells cattle and horses, milk, and makes butter for market from a number of cows, ranging from 4 at some seasons, to 14 at others, and he uses said premises as a stock and dairy farm; that his entire herd of cattle, including milk cows, will average about 20 head, and his average number of horses about 15 head; that the defendant, the Burlington, Cedar Rapids & Northern Railway company, owns and operates a line of railway which crosses said quarter section of land owned by plaintiff east and west, near the center of the same; that on this line of railroad on said premises, and about 20 rods west of the east line of said quarter section, there is a fill or embankment about 11 feet in height or depth; that about 45 rods west of the east line of said premises there is a grade crossing for the use of plaintiff; that said line of railroad is fenced its entire length through or across said premises, and plaintiff's only means of access to said grade crossing is through gates placed in the line of the fence on each side of the railroad right of way opposite said crossing; that said gates are 16 feet in length, composed of 6 boards about 6 inches in width, running lengthwise, with cross pieces of same material, and said gates are hung on a cross piece

nalled to two posts set near together, and, to open the same, the gates are shoved back on this cross piece, and then carried around out of the way by the person opening the same; that said gates are heavy and somewhat unwieldy and difficult to handle, but are substantially such as are quite commonly used by farmers in that locality, as well as by said railroad company at farm crossings; that said farm crossing at grade for plaintiff is in good condition in every respect, except as to said gates, and the same is in a good and convenient place for plaintiff; that the defendant is ready and willing to repair or replace said gates by proper and suitable ones, and, if that is done, plaintiff's present crossing is fully up to the standard of the usual and ordinary farm crossing at grade as ordinarily constructed in this state; that there is no cattle guard upon either side of said crossing; that plaintiff's dwelling house and farm buildings are situated near the center of the southeast 40 acres of said quarter section in question, and his permanent supply of water for stock, consisting of a well and two artificial ponds, also grove used for shade and shelter to stock, with yards and other improvements for the convenient prosecution of his business, are all located or situated near to said dwelling house, on the same 40 acres, and all on the south part of said premises as divided by said line of railroad; that there is a highway on the east, and also on the south line of said quarter section, and to reach the highway, as the plaintiff usually travels from his dwelling house, he goes south about 30 rods to the east and west highway on the south line of said quarter section; that the distance from the plaintiff's dwelling house to the farm crossing he now has over the railroad is about 55 rods; and from said crossing to plaintiff's watering place for his stock is about 40 rods; that, to rotate his crops and properly carry on his farming operations, it is necessary for plaintiff to have, during some seasons, pasture for his stock on the north side of said railroad, and during the present season, and for several prior thereto, plaintiff's pasture for stock has been on that side of said railroad; that during a large part of the season all the water for plaintiff's stock was obtained by driving the same across said railroad from the north to the south side thereof, over said grade crossing; that from the evidence it does not appear reasonably certain that, at a reasonable expense, a permanent supply of water for stock, by wells or ponds, can be obtained on plaintiff's land on the north side of said railroad; that the defendant obtained its right of way across plaintiff's premises by deed from him, dated November 5, 1879, for the consideration of \$112.50, said right of way being 100 feet wide across said premises, and, as said deed expresses it, "for the purpose of constructing a railway thereon, and for all uses and purposes connected with the use of said railway, and to have, hold, and enjoy the land described forever, for any and all uses and purposes in any way connected with the construction, operation, preservation, occupation, and improvement of the said railway;" that the railroad in question was built across the premises of plaintiff in the latter part of the year 1879, and since that time said right of way has been in possession of defendant, and said railroad has been operated by it, and the plaintiff has had during that time only the ordinary farm crossing at grade hereinbefore mentioned; that during the hot and dry season the plaintiff is put to much extra labor and expense in driving his milk cows and other stock back and forth across said railway track, which should be avoided by a crossing for such stock under said railway; that east of the present crossing, and at the embankment or fill about 20 rods east of the west line of plaintiff's premises hereinbefore mentioned, there is a proper, reasonable, and convenient place to put in an undercrossing of sufficient width and height for stock to pass through; that such undercrossing should be not less than 4 feet in width and 6 feet high; that the cost or expense of putting in an undercrossing of that size, built in a good and substantial manner, of iron and stone, and covered with the latter material, so as to make the same as permanent as practicable, is about the sum of \$675, and, if built of wood, about \$250, as appears from the evidence submitted on part of the defendant; that the plaintiff has heretofore requested the defendant to put in a suitable undercrossing at the place hereinbefore specified, which the defendant has refused to do.

Upon these facts, the commissioners concluded and ordered as follows: "It seems to the commissioners, from the evidence in this case, that the complainant, Mr. Warnock, during a considerable portion of the year, suffers as much, if not greater, inconvenience and damage, by reason of having to open the gates at the crossing, as he now has, and in being compelled to drive his milk cows and other stock back and forth over said crossing to water and to shelter, than would many persons residing upon a farm in which a railroad had to be crossed to reach the dwelling house; and that the circumstances of this case would bring it within the principles laid down by the supreme court in the cases of *Gray v. Railroad Co.*, and *Boggs v. Railroad Co.*, and the *Cutler Case*, herein referred to. And the commissioners find, as a matter of fact, that the said complainant has not an adequate means of crossing defendant's railroad, as claimed by him in his petition herein; that his means of crossing said railroad would be adequate if, in addition to his present grade crossing, a passage for stock, four feet wide by

six feet high, was made under said railroad at the embankment or fill hereinbefore mentioned, east of said grade crossing. It is hereby ordered by the said board of railroad commissioners, that within sixty days after being served with a copy of this order, that the said defendant, the Burlington, Cedar Rapids & Northern Railway company, construct, put in, and thereafter maintain for the complainant the said undergrade crossing or passage way for stock at the place, and of the size or dimensions, hereinbefore specified."

On the hearing in the district court, appellant introduced evidence tending to show that an opening in the embankment, such as that ordered, would render the roadbed less safe than the solid embankment; that, there being a less depth of earth over the opening than on each side of it, the embankment would "heave" more from frost than would the surface over the opening, thereby causing a depression in the track that would increase the danger from broken rails. Appellee introduced evidence tending to show the contrary, and also showing that the annual rental of his farm would be worth more with than without the undergrade passage way.

3. The order of the commissioners, and the affirmation thereof by the district court, seem to be based upon the view taken of the cases of *Gray v. Railroad Co.*, 37 Iowa, 120; *Boggs v. Railroad Co.*, 54 Iowa, 435, 6 N. W. 744, and *State v. Mason City & Ft. D. Ry. Co.*, 85 Iowa, 517, 53 N. W. 490, spoken of as the "Outlier Case." It has been repeatedly announced by this court that each case of this kind must be determined by its own facts. We think a careful examination of the cases relied upon will show that they are distinguishable from the case at bar in several important particulars. In *Gray's Case* it was held that he had the right to require two crossings, because of the clause in the right of way deed. It was also held that, the language of the deed being the same as the statute as to the kind of crossings, they were to be of the kind recognized in the statute; "that is, they are to be causeways, which the statute regards as adequate crossings, or other adequate crossings." In that case the plaintiff had a grade crossing, enclosed with gates, between his residence and the public highway, by which he went to and from his home. The court held that this crossing was inadequate, and that Mr. Gray had the right to require an open crossing to the highway. The reasons given for this conclusion were the condition of the gates, and plaintiff's right to ready access to the highway. The court says: "The railroad has thus, as the evidence shows, interposed itself between plaintiff and the highway, and leaving him egress only through two ill-constructed and heavy gates. Every time that he or any member of his family has occasion to leave the premises, whether upon business or pleasure, the way lies through these barriers, which constitute the only means of reaching the county town, or elections, or school meetings, or church, or of making a family visit to a neighbor." The case of *Bankhead v. Brown*, 35 Iowa, 540, is quoted from in that opinion, as follows: "Without a road, or the means of getting a road, to the farm of a citizen, he could not well obey the venire that commands him to attend at the court as a juror, could not well pay his taxes, vote, reach the church, or send his children to school. Hence, the state may properly provide for the establishment of a public road or highway, to enable every citizen to discharge his duties. The state is not bound to allow its citizens to be walled in, isolated, or imprisoned, but may provide them a way of deliverance." It is further said: "With these considerations in view, we are of the opinion that where a railway runs between the residence of a citizen and the only means which he has of reaching a highway, that he has a right to insist that an open crossing shall be provided for him, by means whereof he may reach the highway without stopping to open gates or remove bars. He has a right to as free and unobstructed egress as the circumstances of the case reasonably admit. And, whilst the railroad company has a right to intervene between him and the highway, it has not the right unnecessarily to subject him to inconvenience and burdens which can be guarded against by the exercise of reasonable care, and at reasonable outlay. The necessities of the citizen often require that he shall be able to reach the highway without any delay. Sometimes his wife and children, unattended, desire egress, and, under such circumstances, a blockade of the way by gates and bars encroaches unreasonably upon the rights which the government guarantees the citizen, and in which he has a right to demand protection." In the case of *Boggs* the demand was, under the statute, for an open grade crossing between the plaintiff's residence and the highway by which he went to and from his home. The court says: "In this case the railway track extends between the plaintiff's house and the highway. In such a case the only crossing which is adequate is an open crossing, if the owner of the premises demands it. *Gray v. Railroad Co.*, 37 Iowa, 119. The duty of providing an open crossing upon request is therefore, in this case, imposed by statute." It will be observed that the demand in each of these cases was for an open crossing to the public highway, and that the conclusions reached were based upon the rights of the complainants to have ready access to the highway, while in this the demand is for two crossings to farm and pasture land. The purpose for which the crossings were demanded in those

cases was different from that for which they are demanded in this. Those crossings were such as to be used every day, and frequently many times a day, throughout the year; while this is only required for use during the pasturing season, and mostly during the dry portions of the season. In those cases the complainants had no other means of reaching the highway, while in this, with the gates replaced as offered Mr. Warnock has a crossing to his pasture "fully up to the standard of the usual and ordinary farm crossing at grade." The only complaint made against the present crossing is that gates have to be opened and closed. Ordinarily, a farm crossing without gates would be condemned. "There would certainly be a grave objection to a crossing in a pasture that would allow cattle to enter upon the track and stop there. It would unquestionably be a source of danger." *Curtis v Railway Co., supra*. We do not think the facts of this case bring it within the rules or reasoning of the cases of Gray or of Boggs. The "Outlier Case," so-called, is more like this in its facts. The case came to this court on appeal from a ruling on a demurrer by which the question as to the jurisdiction of the commissioners and of the district court was presented and passed upon. The facts of the case were not before this court, and were not considered by it. The opinion concludes as follows: "The justness or reasonableness of the order making a change from a grade to an undergrade crossing is not presented to us by the record." Referring to the commissioners' reports for the years 1889 (page 1090) and 1890 (page 850), we find the facts to be, in substance, as follows:

Mr. Outlier owned eighty acres of land, over which the defendant's track ran diagonally across his pasture land. "He asks whether the railway company can fence the road, simply put in gates, and cut him off from the water unless he drives his stock both ways. He thinks he is entitled to an open or an under crossing." The commissioners, in their report, say: "The commissioners understand from the statement of the case that an embankment in some places at least eight feet high runs across this piece of land, and that the crossing is at a point where it is that high. They do not learn from the papers whether a better point could have been found, and conclude that, for a grade crossing, the place selected is as available as any other. An under or an open crossing evidently would meet all the present requirements of Mr. Outlier." They further say: "It seems to be claimed and admitted that there is no practical difficulty in putting in an undercrossing in this pasture, and it is evident that the land can only be used to advantage for the purpose that the owner desires to use it by means of an undercrossing." Having cited the cases of Gray and of Curtis, *supra*, they conclude as follows: "A careful examination of the text of the two cases above noted leads the commissioners to the conclusion that an overcrossing of an embankment eight feet high, with gates on each side, is, under the conditions stated, not an adequate crossing, and that an undercrossing would be adequate for all purposes indicated in this complaint." A rehearing was granted, and, after viewing the premises, the commissioners adhered to the order first made. Here we have a case presenting an exception to the general rule of grade crossings. Owing to the height of the embankment and the fact that safety requires gates at farm crossings, the grade crossing was not regarded adequate, and therefore the other was ordered. It was because of the embankment that traversed Mr. Outlier's land that it was held impracticable to have an adequate crossing at grade. An undercrossing was deemed the only adequate means under the circumstances, and therefore it was ordered. In this case there is no embankment or other cause to prevent a grade crossing as fully adequate as grade farm crossings can be made. We do not think Outlier's case is within the reasoning of the two cases noted, nor that it is authority for the order made in this case.

4. We now inquire from the facts of this case whether the order in question is reasonable, or, in other words, whether the undercrossing ordered is necessary to afford Mr. Warnock adequate means of crossing. In determining this, we must have in mind that, under the law, he is entitled, not to the most convenient or profitable means of crossing, but to adequate means; that one grade crossing, with gates and guard, is the rule in such cases; and that it is only when a grade crossing is inadequate that other or additional means may be ordered. In determining what are adequate means of crossing, we must consider the purpose for which the same are to be used, the rights of the respective parties, and all facts and circumstances tending to show what is reasonable in the premises. It will be observed that the undergrade passageway is not asked nor ordered in lieu of, but in addition to, the causeway already provided. It is not asked nor ordered because of there being no cattle guard at said causeway, nor because the gates are cumbersome and hard to open and close; neither is it because the causeway is unsuitable as a crossing. If a cattle guard and other gates were asked and ordered, the order would be reasonable. Mr. Warnock was asked: "If the defendant would put in cattle guards at the present crossing, and a wing fence, and reduce the weight of the gates, so they could be easily handled, would that satisfy you, without this undercrossing?" He answered: "No; I have no time to handle it. The object of this proceeding is solely to

obtain an undercrossing for cattle to pass in. A crossing with gates would not satisfy me. What I want is an under cattle pass, so the cattle can get to water when they want to. This right of way was fenced across the farm several years prior to this suit. The present crossing was put in a few years ago. I asked for it. Have farmed this land since 1869. Got a deed for it in 1876. No stock ever struck on this stone crossing that I know of. I would not be satisfied if a better gate was put in there. Have never been engaged in railroad building or engineering." The order is solely for the reason that it will be convenient and profitable for the land owner to have this additional means of crossing. That it would be convenient, and to some extent profitable, to Mr. Warnock to have both means of crossing, there can be no question. It would be convenient that his stock might pass at pleasure, and profitable in the advantage to his stock, and the saving of labor in driving them during the pasturing season. It would, no doubt, be convenient, and may be profitable, to Mr. Warnock if the railroad was entirely removed from his farm; but it is rightfully there, subject to the duty of providing him adequate means of crossing. While convenience and profit to the land owner and expense to the company are proper to be considered, neither, taken alone, is necessarily ground for making or refusing an order like that in question. Mr. Warnock is entitled to adequate means of crossing, and it seems not to be questioned but that, if the causeway now used is inadequate, he is entitled to the undercrossing ordered. The question, then, is whether the causeway, with proper gates and guard, is adequate. This question finds ready answer in the facts that this causeway is the kind of crossing contemplated in the statute as usually adequate; that it "is fully up to the standard of the usual and ordinary farm crossings at grade;" and that the only complaint made against it is that the gates have to be opened and closed. We have said that, except where unusual conditions exist, such crossings should have gates. Therefore, if this complaint is to prevail, most farm crossings at grade must be abandoned as inadequate, because of the inconvenience and labor of opening and closing the gates. Surely such is not the intent of section 1263. This causeway is available for the crossing of teams, as well as loose animals; while the undercrossing would be only available for the latter. Therefore the causeway may not be dispensed with. It seems clear to us that the causeway is adequate as a means of crossing, within the meaning of the statute, and that, under the facts, it is not reasonable to require the appellant to construct and maintain the undercrossing in addition thereto.

Other questions made by appellant are discussed, but, in the view we take of the case on its merits, they need not be noticed. For the reasons stated, the order and judgment of the district court are reversed.

It is a cause for regret that the learned court did not discuss the question as relating to the safety of the traveling public. The experiences common to every one using the railway as a means of travel and the official inspection of the roads made by the commissioners impresses us with the dangers arising from the careless and hence criminal neglect to keep closed the gates connected with these farm crossings. We commend this subject in all its bearings to your careful consideration as one of exceeding great import to all the people of the state.

CROSSINGS FOR HIGHWAYS.

Closely allied to the foregoing is the subject of crossings other than at grade for public highways. The topography of the state favors in very many places the construction of viaducts at points where cuts have been made, or of under crossings at points where the railway line crosses a water course. In individual cases where these points vary slightly from that at which the present grade highway crossing occurs the board has recommended that a new line of highway be established and that after this has been done, the railway complete the highway across their right of way.

NATIONAL CONVENTION OF RAILROAD COMMISSIONERS.

Chairman George W. Perkins, Commissioner Charles L. Davidson and Clerk Dwight N. Lewis were delegated to represent the board at the National Convention of Railroad Commissioners held at the offices of the interstate commerce commission, at Washington, D. C., on May 19 and 20, 1896.

The two days were occupied industriously in the consideration of papers prepared and read by several individuals, traffic managers, railway presidents, commissioners and leading writers in railway journals. The discussions were able, many sided and profitable.

UNIFORM CLASSIFICATION.

Much interest was developed, especially on the subject of uniform classification, and the following resolutions were passed:

Resolved, That the National Convention of Railroad Commissioners, recognizing the necessity of uniform classification of freight in the interests of both the commercial public and the railroads, do respectfully recommend that the railroad companies of the United States, through their respective traffic associations, prepare a uniform classification for adoption by the interstate commerce commission, the various state railroad commissioners, and the railroads themselves, and that in the event of the failure of the railroad companies to prepare and adopt such uniform classification within a reasonable time, the necessary legislation should be asked of congress requiring the adoption of a uniform classification of freight, and that the interstate commerce commission be charged with the duty of preparing and enforcing such classification.

Resolved, That the interstate commerce commission be respectfully requested to communicate from time to time with the various railroad interests with the view of forwarding the work; and that the said commission be requested to present a suitable bill to congress in the event of a failure on the part of the railroads to prepare and adopt a uniform classification within a reasonable time.

This question of classification underlies the whole transportation problem. In it is the germ of every difficulty, and of all dissatisfaction in rate making. It has almost seemed impossible to arrive at an equitable classification; one that would yield proper returns to carriers and that had not within itself inherent inequalities and wrong to shippers. There is in use in the United States several classifications for the same commodity, creating endless annoying confusion, resulting in great injustice. The best minds are at work on this subject. Committees representing large shippers' interests and the boards of trade of many of the important shipping points, the traffic men of the railway companies and a committee of the National Association of Railroad Commissioners are studying the problem intently. It is hoped that the desired successful solution may be reached.

Hon. George W. Perkins, of Iowa, was elected vice-chairman of the association for the ensuing year and a member of the committee on railway statistics. Commissioner Charles L. Davidson was made a member of the committee on arrangements for the next convention and also of the committee on organization and program for next convention, and Secretary William W. Ainsworth was continued as a member of the committee on uniform classification and was made chairman of the committee on delays attendant upon enforcing orders of railroad commissioners by procedure in the courts.

ILLUSTRATIONS.

Believing that the public is interested in knowing the character of the improvements being made by the railways of the state we insert herein half-tone illustrations showing recent constructions on several of the lines, including rock ballast track, stone arch bridges, steel bridges, passenger stations, etc.

These indicate that the progress of the state is keeping pace in permanent railway construction with that shown in any other interest or industry of the state, and the vast sum of money so expended in Iowa is bringing our railways up to the standard of those of other states.

DEATH OF CAPTAIN JOHN WESLEY LUKE.

Hon. John Wesley Luke, the then chairman of this board, departed this life at his home at Hampton, Iowa, on December 21, 1895, his name honored and his memory revered by his associate members of this commission, and throughout the state.

His service as a member of the board of railroad commissioners began January 12, 1891, and was continuous until his death.

In January, 1893, he had been elected chairman of the board and served in that capacity from that date.

ORGANIZATION OF THE BOARD.

Edward A. Dawson, of Waverly, Iowa, was appointed to the vacancy caused by Captain Luke's death, and after duly qualifying assumed the duties of the office on January 7, 1896.

The term of office of Hon. George W. Perkins expired on the 13th day of January, 1896, and he, having been elected to succeed himself, duly qualified and took his seat on that date.

On the same day the board organized by the election of Hon. George W. Perkins as chairman and William W. Ainsworth as secretary for the ensuing year.

Respectfully submitted,

Attest:

WILLIAM W. AINSWORTH,

Secretary.

Signed:

Geo. W. PERKINS,
CHARLES L. DAVIDSON,
EDWARD A. DAWSON,

Commissioners.

DECISIONS OF COMMISSIONERS.

DECISIONS OF COMMISSIONERS.

No. 1661—1896.

CEDAR FALLS & MINNESOTA RAILROAD CO.,

v.

*Petition for condemnation proceedings
for additional depot grounds.*

LAND OWNERS IN CHARLES CITY.

In the matter of petition of Cedar Falls & Minnesota Railroad Company for permission to condemn certain lands for additional depot grounds in the town of Charles City, Floyd county, Iowa, the board of railroad commissioners of the state of Iowa do hereby certify that upon the application of the Cedar Falls & Minnesota Railroad company to this board, stating the desire of said company to condemn the property hereinafter more particularly described, for additional depot grounds for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of the said application, and do hereby certify that, in the opinion of the board of railroad commissioners, the additional lands described in the said application are necessary for the reasonable transaction of the business, present and prospective, of such railway company. The said lands are described as follows, to-wit:

A strip one hundred feet wide, starting from the main line of the track of said Cedar Falls & Minnesota Railroad company, commencing at a point on the line and track of said railroad, east or nearly east from lot eleven (11) in block one hundred and thirty-six (136) in Lane's addition to St. Charles, now incorporated Charles City, Iowa, and extending from said main track of said railroad company in a line westerly from said main track to said lot eleven through the north three-fourths of the northwest quarter of the southeast quarter of section six (6) in township ninety-five (95), range fifteen (15) west of the 5th P. M.; also lots 10, 11 and 12 in block 136 in Lane's addition to St. Charles, now incorporated Charles City, Iowa; also lots 11 and 12 in block 137 in Lane's addition to St. Charles, now incorporated Charles City, Iowa; also lots 33 and 34 in block 137 in Lane's addition to St. Charles, now incorporated Charles City, Iowa; also lots 11 and 12 in block 138 in Lane's addition to St. Charles, now incorporated Charles City, Iowa; also lots 33 and 34 in block 138 in Lane's addition to St. Charles, now incorporated Charles City, Iowa; also lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Cheeney's subdivision of lot 13 in block 139 in Lane's addition to St. Charles, now incorporated Charles City, Iowa, also lot 1 in Detwiler's subdivision of lots 6, 7 and 8 in block 150 in Lane's addition to St. Charles, now incorporated Charles City, Iowa; also lot 2 in Detwiler's subdivision of lots 6, 7 and 8 in block 150 in Lane's addition to St. Charles, now incorporated Charles City, Iowa; also lots 3, 4, 5, 6, 7, 8, 10, 11 and 12 in Detwiler's subdivision of lots 6, 7

and 8 in block 150 in Lane's addition to St. Charles, now incorporated Charles City, Iowa.

In witness whereof the said board of railroad commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Floyd county, state of Iowa.

Attest:

W. W. AINSWORTH,

Secretary of the Board of Railroad Commissioners of the State of Iowa.
Des Moines, Iowa, January 31, 1896.

No. 1662—1896.

J H. BAGLEY AND OTHERS, MELBOURNE,
IOWA,

v.

CHICAGO GREAT WESTERN RAILWAY CO.
AND IOWA CENTRAL RAILWAY CO.

} *Joint station facilities at crossing.*

DECISION OF COMMISSIONERS.

March 5, 1895, Mr. J. H. Bagley filed the following communication with the board of railroad commissioners:

To the Honorable Board of Railway Commissioners, State of Iowa:

We, the undersigned legal voters of Marshall county, do hereby petition your honorable board for a depot and facilities for getting on and off trains of the Chicago Great Western and Iowa Central railroads at the junction of the above said roads located on section 33, township 83.

(Signed)

J. H. BAGLEY,
And seventy-four others.

Railway Commissioners, State of Iowa, Des Moines, Iowa:

GENTLEMEN—Enclosed please find petition signed by voters of Melbourne and vicinity asking you to investigate the condition herein mentioned and, if worthy, to grant them the petition prayed for.

1. The said junction is one and a half miles north of Melbourne and the regular fare from Melbourne to Marshalltown is 40 cents and from junction they charge 50 cents to Marshalltown, or Melbourne rate plus 10 cents.

2. Anyone wishing to get on trains at said junction has to walk 500 yards back in the field to get on, through the plowed ground, or down the track.

3. The company shows no respect for anyone wanting to get on or off and a great many times they don't want to stop and give passengers time to get on or off.

These are part of the complaints we have and should your honorable board wish to come and investigate the matter we will gladly meet you at any time you may name and state the matter to you fully.

Hoping that you will take this under advisement as soon as possible, I am

Yours,

J. H. BAGLEY,
Chairman.

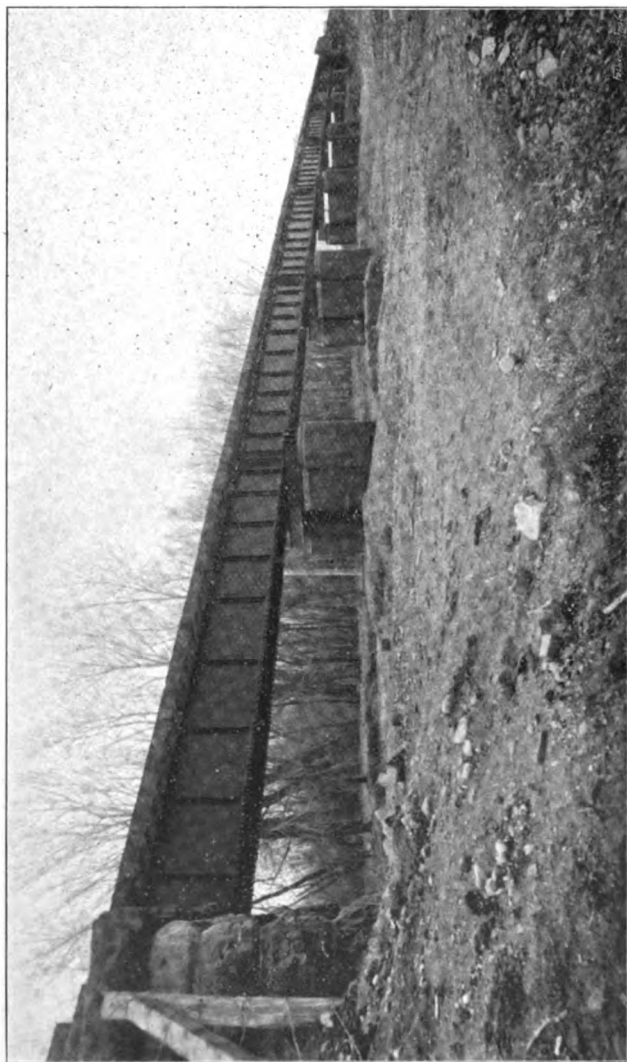
Copies of the above were sent to Mr. L. M. Martin, general manager of the Iowa Central Railway company, and Mr. S. C. Stickney, general manager of the Chicago Great Western Railway company, asking such reply as they might see fit to file. In response the following replies were received:

CHICAGO GREAT WESTERN RAILWAY COMPANY.

ST. PAUL, Minn., March 9, 1895.

Mr. W. W. Ainsworth, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to yours of the 7th inst., regarding crossing of State Center branch, Iowa Central railway, I beg to say that the conditions are as stated in Mr. Bagley's letter:



BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.
Bridge over Iowa river, near Dows, Iowa.

1. We attempt to collect an excess fare of 10 cents when passengers get on the train without purchasing tickets, whether they get on at the station or at some place where we stop for water, for crossing or for other reasons and we have made no exception of this place.

2. This not being a station we have not built any sidewalks or provided any facilities whatever, neither has the Iowa Central.

3. In attempting to run our trains at the best average time we can regularly make we have made no allowance in our timeschedule for any delay at this crossing beyond time enough to bring the train to a full stop and start, consequently a conductor not wishing to make a bad record is loth to wait for passengers to get on or off.

I have attempted in the foregoing to state the present conditions at the crossing, but as we are in the field solely for business and not in the slightest degree to stand as a block in the way of passengers toward a better condition of affairs we would be glad of an informal expression from you as to what we ought to do at this point. The business amounts maybe to \$100 or \$150 per year, an agent would cost us from \$300 to \$480 per year, incidental expenses, including interest, repairs and depreciation on depot and platform to \$100 more; besides this, we would add a few minutes to our schedule time, and, further, by establishing a station at the crossing we would ultimately detract something from the business of Melbourne. Giving these statements of mine whatever consideration you deem proper, but taking a general view of the whole problem, we would be glad to receive from you an opinion as to our best course. We are anxious to do whatever is to the mutual advantage of our patrons and ourselves, believing that a good bargain is one that benefits both parties, and that this is the only basis on which to judge of the reasonableness of the facilities which a railroad should furnish.

Awaiting your suggestions, I am, Yours very truly,

SAM. C. STICKNEY.
General Manager.

IOWA CENTRAL RAILWAY COMPANY.

MARSHALLTOWN, Iowa, March 19, 1895.

Mr. W. W. Atinsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your favor of the 7th inst., enclosing copy of complaint from J. H. Bagley and others, asking for the establishment of depot facilities at the crossing of the Chicago Great Western and the Iowa Central railroads in section 33, township 83.

The petitioners admit this crossing to be but $1\frac{1}{4}$ miles from Melbourne on the Chicago Great Western railway and $1\frac{1}{4}$ miles from our State Center Junction station on the one side, and but 2-3-10 miles from Malta, a flag station on the other side of the crossing. If we are compelled to maintain a station at this crossing, it will be getting them in pretty thickly in that neighborhood.

Our total passenger earnings from and to State Center Junction, Malta and Chicago Great Western crossing during the year 1894 amounted to but \$96.32, an average of \$8 per month. It would cost us from \$800 to \$1,000 to erect a suitable depot building for this crossing, and in addition thereto would be compelled to pay an agent from \$360 to \$400 a year, and I believe your honorable board will agree with me that it is not incumbent upon us to maintain a depot at the point suggested by Mr. Bagley and others. Yours truly,

L. M. MARTIN,
General Manager.

Mr. Bagley was furnished copy of the statements made by General Managers Stickney and Martin, in reply to which, under date of April 1, 1895, he says:

GENTLEMEN—Yours of March 26th comes to hand and contents noted. In reply will say the Chicago Great Western and Iowa Central roads can not expect to do any business from the junction for lack of accommodation for the public at this point.

There is a good farming country here and a good deal of business is done with Marshalltown and Des Moines, of which a large per cent would be done from this point if there were only any facilities. As it is, nobody comes here, knowing they can hardly get on, and besides are charged extra.

But as they object to doing anything on account of expense of depot, agent and incidental expenses, we can get along with a flag station and have an established rate, so we will not have to pay almost one-third more than the regular rate from here would be.

It is at present a great injustice to the people of the vicinity, and all are very anxious that your honorable board will do something for us. Hoping you will give this as much weight as you can, I am Yours very truly,

J. H. BAGLEY.

Messrs. Stickney and Martin were advised of this last argument of Mr. Bagley, and Mr. Martin replied as follows:

MARSHALLTOWN, Iowa, April 8, 1895.

Hon. W. W. Atsaworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your favor of the 2d inst., enclosing further communication from Mr. J. H. Bagley, of Melbourne, in regard to the stopping of our trains at Chicago Great Western crossing near that place, in which Mr. Bagley states he can get along with a flag station, provided he does not have to pay one-third more than the regular fare when taking our train at that point.

I wish to advise you that all our trains stop at this crossing, and that we have rates based on 3 cents per mile locally, which conductors collect with 5 cents additional, which latter amount will be refunded the passenger by any of our agents upon presentation of receipt from our conductors showing that they have paid excess fare.

Yours truly,

L. M. MARTIN,
General Manager.

Copy of the above was sent to Mr. Bagley and, in further reference to the matter, he again addressed the board, as follows:

MELBOURNE, Iowa, April 11, 1895.

W. W. Atsaworth, Des Moines, Iowa:

DEAR SIR—Replying to yours of 10th inst., I will say that I have no complaint to enter against the Iowa Central company in regard to rates, stopping, etc. Our trouble is chiefly with the Chicago Great Western company. As Mr. Stickney admitted, they charge the extra 10 cents, and do not have or claim to have any fixed rates from this place. They do not try to accommodate the public more than required by law, to start and stop their trains. Hoping you will confer us the favor of stating these complaints to Mr. Stickney, and do for us the best you can, I am,

Yours truly,

J. H. BAGLEY.

As requested by Mr. Bagley, the matter was again brought to the attention of General Manager Stickney of the Chicago Great Western Railway company, who in his answer of May 8, 1895, says:

In reply to yours of April 2d. I have nothing to add to my letter of March 9th, except that an investigation has failed to show any probable revenue to be gained by making this crossing a regular station. Sometime we hope to be able to interlock this crossing so as not to stop at all, in which case the petitioners will have nothing to complain of. In the meantime we treat all passengers equally by compelling all to pay the 10-cent excess fare as penalty for getting on in the country or for failing to procure tickets where tickets are sold.

In the interests of safety we ought not to encourage getting on and off trains out in the country where no facilities are offered. Of the seventy-five names on the petition only ten are those of persons residing within a radius of one and one-half miles of the crossing; the rest live at Melbourne or the adjacent towns on the Chicago, Milwaukee & St. Paul and the Iowa Central roads.

We sincerely regret that the outlook for business is not such as to warrant, at least, the building and maintenance of platform.

If some enterprising citizen will plat a town site, move stores, etc., from adjacent towns, open roads and have a postoffice established, we will open a station which will be all that could be desired.

Yours truly,

SAM C. STICKNEY,
General Manager.

The situation and existing conditions seem to be pretty fully set out in the foregoing statement. It is not the intention of the railway companies in this case that this place of crossing shall be considered or used as a station, and the only reason for stopping is to comply with section 2005, McClain's Code, which says:

All trains run upon any railroad in this state which intersects or crosses or is intersected or crossed by any other railroad upon the same level shall be brought to a full stop at a distance not less than two hundred feet nor more than eight hundred feet from the point of intersection or crossing of such road before such intersection or crossing is passed by any such train

The place in question is on the prairie, but as is admitted by all parties, it is in near proximity to the regular stations of Malta, State Center Junction and Melbourne.

The law contemplates the necessity of "reasonable station facilities" for all parties desiring to transact business with the various railroads in the state. From the location of this crossing in the center of the triangle of stations it would appear that no person asking for station facilities at the point in question would be seriously inconvenienced by being compelled to go to one of the three stations already established and equipped. While it is the duty of the railroad commissioners to see that reasonable facilities are provided for the accommodation of the patrons of the road, they would not be justified in demanding further expense to a railway company when, in their judgment, such "reasonable facilities" are already provided, and as in this case the commissioners are of the opinion that the Chicago Great Western Railway company and the Iowa Central Railway company have complied with the requirements of the law in this respect, the application of petitioners is not granted.

Des Moines, Iowa, March 6, 1896.

No 1663—1896.

CITIZENS OF BRUSH CREEK, IOWA.

v.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

} *Changing name of station to Arlington*

Complaint filed May 11, 1895.

DECISION OF THE COMMISSIONERS.

On May 11, 1895, there was filed with the commissioners a communication from R. N. Hibbard, mayor of "Arlington," Iowa, stating that at a special election held at that place on April 30, 1895, it had been voted to change the name of the town from Brush Creek to Arlington, and stating, "that we are desirous that the railroad company adopt the new name Arlington, just as soon as practicable."

The relief desired was no doubt asked under the authority conferred upon the board of commissioners by sections one (1) and two (2), chapter 31, Twenty-second General Assembly, and though the application was defective in that it did not state that the railway had either failed or refused to make the name of the station conform to the name of the incorporated town, the commissioners assumed jurisdiction of the case, hoping to be helpful to the parties interested.

A copy of Mayor Hibbard's letter was sent Mr. A. J. Earling, general manager of the Chicago, Milwaukee & St. Paul Railway company, on the day of the receipt. Mr. Earling's reply, dated May 13, 1895, was received on the 14th stating that the company had an old station in Wisconsin named Arlington, and suggesting that "great confusion is likely to arise in billing freight and selling tickets where stations of similar names exist on one line of railway;" also saying, "our company will cheerfully adopt any name which may be agreed upon that is acceptable to the postoffice department and does not conflict with other stations (names) on our road."

A copy of this letter was sent Mayor Hibbard on May 15, 1895. On June 4, 1895, a letter from Mayor Hibbard saying that "the postmaster had just received notice from the postoffice department at Washington that the change of our postoffice has been made to "Arlington" and will go into effect July 1, 1895. The express company makes the change at that time."

At the suggestion of the board, Mr. C. A. Goodnow, assistant general superintendent of the Chicago, Milwaukee & St. Paul Railway company, visited Brush Creek on July 11, 1895, and met the mayor and council, but no progress toward an adjustment was made.

On January 15, 1896, Hon. J. A. Thompson, of Fayette county, called upon the commissioners, and desired that the board visit the locality and have a hearing there. Accordingly the date of Wednesday, February 26, 1896, at 10:30 A. M., was fixed, and the parties notified.

On the date fixed Commissioners Perkins, Davidson and Dawson met Mr. C. A. Goodnow, assistant general superintendent, and Assistant Superintendent Gibson, representing the railroad company, and Mayor Hibbard and other citizens of the town, at the opera house in Brush Creek, and a full investigation was had of the matter, though without eliciting any new facts, though it is to be noted that the chief objection urged to a renaming of the town seemed to be the prospective expense in doing so. This expense the railroad company, by Mr. C. A. Goodnow, its assistant general superintendent, offered to pay.

The question of changing names of stations is one of great importance, and the residents of a town are the best judges as to the best name for the town in which they live. This is an undoubted right which it is not within the province of a railway commission to limit, unless the change interferes with the public convenience. The name selected is unfortunately a duplication, there being a station named Arlington on the lines of this railway, and to grant the request of the petitioners in this case would result in confusion and delay in all the years to come.

The commission is, therefore, of the opinion that the petitioners should select a name which has not this objection, and hereby dismisses the application.

Des Moines, Iowa, March 11, 1896.

ADDITIONAL STATEMENT.

After the foregoing decision had been reached by the commission, and had been made public, the Twenty-sixth General Assembly of Iowa, then in session, passed a law relating to the matter of changing station names, which is as follows:

CHAPTER 35 OF THE ACTS OF THE TWENTY-SIXTH GENERAL ASSEMBLY.

AN ACT to repeal section 1 of chapter 31 of the laws of the Twenty-second General Assembly, relating to changing names of railway stations, and enacting a substitute therefor.
Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That section 1 of chapter 31 of the laws of the Twenty-second General Assembly is hereby repealed and the following law is enacted in lieu thereof:

In all cases where any railway company shall fail or refuse to make the name of a railway station conform to the name of the incorporated town within the limits of which it is situated, it shall be the duty of the railroad commissioners of the state to order a change of the name of said railway station to effect such uniformity, within sixty days after a petition in writing by the town council of said incorporated town, asking for such order, is filed with said railroad commissioners.

Approved May 2, 1896.

Following the passage of this law, on July 14, 1896, the following petition was filed in the office of the board:

To the Honorable Board of Railroad Commissioners of the State of Iowa:

GENTLEMEN—Your petitioners, the town council of the incorporated town of Arlington, Fayette county, state of Iowa, respectfully present for your favorable consideration the following facts, to-wit:

That this town was formerly known as "Brush Creek."

That in accordance with the law in such cases made and provided, at a special election held in said town of Brush Creek, on the 20th day of April, 1893, the name of said town was changed to the name of "Arlington."

That on the first day of July, 1895, the postoffice department of the United States changed the name of the postoffice at this place to conform to the new name as adopted by the people.

That the express company doing business here at the same time made the change in name.

That the Chicago, Milwaukee & St. Paul Railway company, though duly notified of the said change of name, and though having been requested to change the name of their station to conform to the name of the town, have refused and neglected, and do still refuse and neglect to change the name of their said station to "Arlington," as by law in such cases required, to the great injury and inconvenience of said incorporated town, and of all people doing business thereat.

Wherefore, your petitioners respectfully ask your honorable board to make an order to the said Chicago, Milwaukee & St. Paul Railway company requiring and commanding the said railway company to change the name of the said station from Brush Creek to Arlington, under the penalty of the law, and your petitioners will ever pray.

(Signed)

JOHN HUTCHISON,
Mayor,

James Cooney, O. H. Osborn, J. P. Wiltzie, M. C. Laurence, T. J. Newton, M. H. Lackey,
Trustees, Incorporated Town of Arlington.

On July 17, 1896, a copy of the foregoing was sent Mr. C. A. Goodnow, assistant general superintendent Chicago, Milwaukee & St. Paul Railway company, and his attention was called to the law heretofore quoted.

July 27th an answer was received from Mr. Goodnow, wherein he stated: "In compliance with the statute we have changed the name of Brush Creek to Arlington, effective July 21, 1896."

Mr. John Hutchison, mayor of Arlington, was asked, July 27, 1896, to "please inform the board whether the matter is now adjusted to your satisfaction," and on August 1st, his answer, dated the 31st, was received, which is as follows:

ARLINGTON, Iowa, July 31, 1896.

W. W. Atsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Your kind note informing me of the change of name of station by the railway company, and desiring to know if that is satisfactory, is received. I am pleased to say that it is entirely satisfactory, and is all that we have at any time expected from the railway company, but I believe I voice the entire sentiment of this community in saying that the action of the honorable board of railroad commissioners in this matter has been very unsatisfactory, and now think that if we have any further dealings with them we will first take the precaution to have a law passed compelling them to do their plain sworn duty. No thanks to them.

With highest regards for yourself, I am

Yours truly,

JOHN HUTCHISON,
Mayor of Arlington, Iowa.

Des Moines, Iowa, August 19, 1896.

No. 1664—1896.

R. B. ROBINSON, WESTGATE, IOWA,

v.

Insufficient train service.

CHICAGO GREAT WESTERN RAILWAY CO.

Complaint filed October 9, 1895.

DECISION OF COMMISSIONERS.

October 8, 1895, Mr. R. B. Robinson, of Westgate, in a letter addressed to the board, says:

GENTLEMEN—Our town here is deprived by the Chicago Great Western railway of the passenger service that the people are entitled to. The railway people refuse to allow the night passenger trains to stop at this station when we have passengers to travel, and we have repeatedly requested them to grant us this service, but they steadfastly refuse, and our only recourse is to appeal to you to compel them to grant us this service. Will you kindly investigate the matter and see what can be done to secure this service for us, as it is of considerable inconvenience to us to have to drive to other stations to take the night trains when they can as well stop at this station for us, when we have passengers. An early consideration of this matter by your commission will be highly appreciated.

October 10th a copy was forwarded to Mr. Samuel C. Stickney, general manager of respondent road, asking him to "make early investigation and answer," to which, October 12th, he says:

I am in receipt of your letter enclosing copy of application of R. B. Robinson, of Westgate for additional passenger service at that point. In reply I would say, that although the passenger earnings of Westgate station are very light, three through trains stop there regularly, and Mr. Robinson is probably the only person who desires to use the night trains, and he undoubtedly travels on editorial mileage.

If we stop our night trains at every station we will very seriously inconvenience long distance travel to benefit a very small amount of short distance travel, as it is impossible for us to make the same time as our competing lines if we have to make more stops than they do.

Any further information on this subject you may desire will be furnished on receipt.

A copy of Mr. Stickney's reply was forwarded to Mr. Robinson, with the suggestion that

Any further statements you may desire to lay before the board in this matter, should be sent to this office as soon as it is convenient for you to do so.

To which Mr. Robinson says:

WESTGATE, IOWA, October 18, 1895.

W. W. Atinsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your favor of the 16th inst. will say, the passenger service we have at this station is two trains one way and one train the other way, and we think we should be accorded additional service when it is needed, as we have had numerous instances where the railway company have refused to stop those night trains for passengers from this station that wished to travel long distances, and were obliged to drive to other stations where those night trains stop, in order to board same. As to Mr. Samuel Stickney saying that I am the only one that wished to use the night train service, and that I travel on editorial mileage, I would say, that I do travel on said mileage, and that Mr. Stickney's company gets amply paid in return for same, but I am far from being the only one that desires this service. I can get affidavits from dozens of our people that have desired to take passage on these trains in question, and were refused. They have also asked for same in parties of from six to twelve, and have been refused the service, and it seems to us to be an injustice to our station not to stop those trains upon request, when the company stops said trains at Fredericksburg, Iowa, a station only a trifle larger than ours. Mr. Stickney states that the passenger earnings at Westgate are very small, and I will give you the figures of same for 1894 which are \$975.55, and for 1895 to date they are \$1,236.81, as taken from the company's books; the carload freight received for 1895 are seventy-two cars, and the carloads forwarded for 1895 are fifty-five cars, aside from less than carload freight, which shows very plainly whether our

station is an unimportant one or not; and when our people have been coming from as far as Chicago and St. Paul on those trains they have been obliged to get off at other stations and wait for the day trains in order to reach their homes, thereby causing them inconvenience and additional expense, and we can see nothing in the treatment short of injustice and imposition. I enclose you herewith affidavit from several of our business men as to the facts in the case, and we cheerfully leave same for your consideration, and hope for your approval favorable to us. Yours truly,

(Signed)

R. B. ROBINSON.

STATE OF IOWA, } ss.
COUNTY OF FAYETTE. }

We, the undersigned business men of the town of Westgate, county of Fayette, state of Iowa, first being duly sworn, depose and say, that we have at different times requested the Chicago Great Western Railway company to stop their night passenger trains at this station in order for us to travel on same, and were refused the service, and were compelled in order to use this train service to drive to the towns of Oelwein, Iowa, and Sumner, Iowa, in order to board these night trains, and also when coming from Chicago and St. Paul and other towns on the said night trains we have been compelled by said railway company to get off said trains at the said towns of Oelwein, Iowa, or Sumner, Iowa, and wait for the day trains or drive by team to reach our destination, thereby causing us additional expense and inconvenience.

Signed: Chas. Fischer, agricultural dealer; N. H. Spears, merchant; J. H. McSweeney, director of creamery company; E. H. Dickey, director of creamery company; W. J. McSweeney, live stock shipper; E. M. Kiewer, grain and stock dealer; S. L. Zimmerman, butcher; Geo. M. Murray, butcher; H. C. Sinter, harnessmaker; E. L. Hanson, stock dealer; Schoonmaker & Dwyer, merchants; S. S. Westgate, merchant; J. W. Dwyer, postmaster; Dan. Mahoney, retired farmer.

Subscribed and sworn to before me this 18th day of October, 1895.

(SEAL.)

R. B. ROBINSON,
Notary Public.

Mr. Stickney was furnished with a copy of the foregoing statement and affidavit, to which he replied:

We cannot accommodate everyone and by attempting it we result in accommodating no one. Sometime we hope to be able to put on more local trains, but in the meantime I do not see what we can do better than at present.

The position of Mr. Stickney seeming to be quite thoroughly defined, the commission, on the 5th of March, 1896, called on Mr. B. F. Egan, division superintendent, for a schedule of trains stopping for business at Westgate, and following is the result:

Passenger, east, No. 4.....	1:14 P. M.
Passenger, west, No. 3.....	2:00 P. M.
Passenger, west, No. 5.....	8:50 P. M.
Freight trains carrying passengers, east, No. 74.....	12:03 P. M.
Freight trains carrying passengers, east, No. 82.....	9:05 P. M.
Freight trains carrying passengers, west, No. 73.....	4:00 P. M.
Freight trains carrying passengers, west, No. 81.....	4:40 A. M.

The railway company is required to furnish reasonable passenger service to the patrons desiring to travel over its line of road, and if such service is rendered its duty may be considered performed, even though all through trains do not stop at each station for local business.

In this case, the respondent company, operating 922 miles of railroad, has important terminal connections it feels compelled to make for the accommodation of through travel and the public interests thus presented. True, the stop of the train in question at the town of Westgate would detain the train possibly not more than five minutes, which might not interfere with terminal connections, but when it is remembered that on the entire line there are probably eight or ten stations in circumstances not unlike Westgate, each one of which would have a like claim for the stopping of the through fast train, and that they

could well complain of unjust discrimination if they were not thus served, it can readily be seen that such an act would entirely thwart the object of a through fast train for the fifty to eighty minutes required to make these stops, and would transform the through train into a regular local.

The commissioners would be disinclined to make unnecessary restrictions upon fast trains, of which all trunk lines in Iowa are justly proud, unless there was at the station petitioning a service so poor as to be prejudicial to the business interests of the town, which in this case does not appear to exist, and the prayer of petitioners is not granted.

Des Moines, Iowa, March 16, 1896.

No. 1665—1896.

CHICAGO & NORTH-WESTERN RAILWAY
COMPANY, AND BURLINGTON, CEDAR
RAPIDS & NORTHERN RAILWAY COM-
PANY,

v.

*Petition for condemnation proceedings
for additional depot grounds,*

CEDAR RAPIDS LAND OWNERS.

On the 10th day of April, 1896, this application coming on for hearing at Cedar Rapids, Iowa, the Chicago & North-Western Railway company appearing by Hubbard & Dawley, its attorneys, and the Burlington, Cedar Rapids & Northern Railway company appearing by S. K. Tracy, its attorney, the board finding that due and legal service of notice of the time and place of said hearing has been made upon Ann J. Snouffer, J. J. Snouffer, Parley E. Warriner, Thomas R. Warriner, Sadie Warriner, Jennie M. Warriner, Jan Handl, Marie Handl and Olivia Milburn, the owners of the real estate sought to be condemned, and none of said parties having filed any objections to said application except Ann J. Snouffer and Marie Handl,

The board, having examined into the matter and heard the evidence, and being fully advised, hereby finds and reports that the following described real estate described in the above mentioned application is necessary for the reasonable transaction of the business, present and prospective, of said railway companies:

Lot four (4), in block twenty-six (26), now owned by Ann J. Snouffer;

The northeasterly forty (40) feet of lot three (3), in block twenty-seven (27), being 40 feet front on Fourth avenue by 140 feet in depth, now owned by Parley E. Warriner, Thomas R. Warriner, Sadie Warriner and Jennie M. Warriner;

The piece forty (40) feet square in the northerly corner of lot six (6), in block twenty-seven (27), being 40 feet front on Fourth street by 40 feet on the alley in said block 27, said piece being now owned by Jan Handl and Marie Handl;

Lot five (5), in block twenty-eight (28), now owned by Olivia Milburn.

And it is further ordered that said railway companies be and they are hereby authorized to condemn the above described real estate for and as additional depot grounds of said railway companies in the city of Cedar Rapids, and that this order and certificate be filed with the clerk of the district court of Linn county, Iowa.

In witness whereof the said board of railroad commissioners have caused this certificate and order to be executed, signed and attested by its secretary on the date above named.

W. W. AINSWORTH,
Secretary.

No. 1666—1896.

M. T. PATTEN ET AL, CITIZENS OF LOHRVILLE,

v.

CHICAGO & NORTH-WESTERN RAILWAY
COMPANY AND DES MOINES, NORTHERN
& WESTERN RAILWAY COMPANY.

} *Application for a "Y."*

Petition filed March 18, 1896.

DECISION OF COMMISSIONERS.

Under date of March 18, 1896, the following petition was filed in the office:

LOHRVILLE, 1896.

Honorable Board of Railroad Commissioners, State of Iowa:

We, the undersigned residents and citizens of Lohrville, Iowa, do hereby respectfully pray and petition your honorable board to use its influence and prestige in our behalf for the purpose of having a wye, or connecting track, built to connect the two different lines of railway passing through this city.

It is a great inconvenience not to have this track connection, and your favorable action will be greatly appreciated.

Signed: M. T. Patten, McCallister & Co., Crawford Wise & Co., S. A. Forrest, Abram Cain, George Leavitt, Gilland Olin, O. M. Richmond, Campbell & Co., and thirty-four others.

Copies of the above were forwarded to Mr. F. C. Hubbell, superintendent of the Des Moines, Northern & Western Railway company, and to Mr. J. M. Whitman, general manager of the Chicago & North-Western Railway company, and their replies were duly received. Under date of April 3d Mr. Whitman says:

DEAR SIR—Referring to your letter of March 19th enclosing me copy of petition from Lohrville, Iowa, asking for the construction of a transfer track at that point, connecting our own railway with that of the Des Moines, Northern & Western railway:

I will advise that I have inquired carefully into this matter and find that there is no need whatever for the construction of such a track. If a connecting track at this point were a business necessity or convenience, it would be clearly indicated by the amount of freight that is now being transferred by team between the local stations of the two railway lines mentioned. The actual amount of freight so handled during the past two years is as follows:

Received from the Des Moines, Northern & Western railway.....	38,957 pounds
Delivered to the Des Moines, Northern & Western railway.....	40,605 pounds

You will notice that this amounts to about one carload of freight moved in each direction. The construction of a connecting track at this point would be an expensive item on account of a small steam, and would cost in the neighborhood of \$3,500. I can see no increase in business that would be secured by the construction of this track, and I therefore have no hesitation in saying to the board that there is absolutely no need for it.

Yours truly,

J. M. WHITMAN,
General Manager.

Under date of April 9th, Mr. William Towers and forty-six others, citizens of Lohrville, filed a remonstrance against such a connection as was prayed for, claiming it was not needed, and in fact would be of serious detriment to the best interests of the town, if built.

April 17th, Mr. F. C. Hubbell says: "Our company is willing to buy one-half of the additional right of way required, and to build our half of the track, at any time that the Chicago & North-Western will join us.

On April 18th, Mr. Patten called at the office and requested the commissioners to go to Lohrville and make personal examination of the location, and decide upon its merits. Agreeable to the request, and that the commissioners might meet all parties interested, May 1st at 1 o'clock P. M. was named as the time

when the board would visit Lohrville, hear testimony and make the necessary examination.

In accordance with the appointment, the board reached Lohrville and found Mr. Patten and Mr. Towers as the only interested citizens to meet them. Superintendent Aishton and Attorney Hubbard represented the Chicago & North-Western company, the Des Moines Northern & Western company was not represented. Mr. Patten is the manufacturer of brick and tile. His works are located about 80 rods west of the Chicago & North-Western station and about 160 rods west of the location of the proposed wye. His reason for asking the connection was that he might be enabled to open up trade north and south on the Des Moines Northern & Western railway, and load cars at or near his yard in place of hauling by wagon a half-mile. This was his only reason, and as none of the other petitioners appeared, no other reason was presented. He admitted the correctness of Mr. Whitman's statement, that about one carload of freight had been transferred per year for the last two years.

Superintendent Aishton for the company, represented that the improvement asked for would be very expensive by reason of a creek to be crossed, necessitating the building and maintenance of a costly bridge, and that this reason, coupled with the light demand for transfer business, should be sufficient to excuse the company he represented from complying with the request. Judge Hubbard, as attorney for the Chicago & North-Western Railway company, assured both the commissioners and Mr. Patten that whenever there was, by reason of freight to be transferred, a public demand for a wye connection, his road would gladly bear its proportion of such expense; but for the present asked to be excused from incurring so large an expense to satisfy the prospective demand of one citizen. Mr. Towers, the leading citizen on the remonstrance (which had several of the signers to the original petition) presented his side of the case, alleging that such a connection would be detrimental to the best interests of the town by creating divisions, etc., all of which, like Mr. Patten's reasons, were of a personal or private character.

After a careful examination of the location and a thorough consideration of the arguments offered, together with the public necessity or demand for such a connection as prayed for by the petitioners, it is the conclusion of the board that there is no immediate demand for a connecting wye between the tracks of the Chicago & North-Western Railway company and the Des Moines Northern & Western Railway company at Lohrville, and the prayer of the petitioners is dismissed.

Des Moines, Iowa, May 13, 1896.

No. 1667—1896.

DES MOINES & KANSAS CITY RAILWAY CO. }

v. }

*Petition for condemnation proceedings
for additional depot grounds at
Osceola.*

OSCEOLA LAND OWNERS.

The board of railroad commissioners of the state of Iowa do hereby certify that upon the application of the Des Moines & Kansas City railway company to this board, stating the desire of said company to condemn the property hereinafter more particularly described, for additional depot grounds, for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of

the board of railroad commissioners, the additional lands described in the said application are necessary for the reasonable transaction of the business, present and prospective, of such railway company. The said lands are described as follows, to-wit:

A strip of land fifteen feet wide taken off the east ends of lots ten (10) and eleven (11) in block 13 in the town of Osceola, Clarke county, Iowa.

In witness whereof the said board of railroad commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Clarke county, state of Iowa.

Attest:

W. W. AINSWORTH,

Secretary of the Board of Railroad Commissioners of the State of Iowa.

Des Moines, Iowa, June 4, 1896.

No. 1668—1896.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY,

v.

*Petition for condemnation proceedings
for additional depot grounds at
Osceola.*

OSCEOLA LAND OWNERS.

The board of railroad commissioners of the state of Iowa do hereby certify that upon the application of the Chicago, Burlington & Quincy Railroad company to this board, stating the desire of said company to condemn the property hereinafter more particularly described for additional depot grounds for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of the said application, and do hereby certify that, in the opinion of the board of railroad commissioners, the additional lands described in the said application are necessary for the reasonable transaction of the business, present and prospective, of such railway company. The said lands are described as follows, to-wit:

All that portion of lot three (3) in block three (3) in the original town of Osceola, Iowa, lying south of the south right of way line of the Chicago, Burlington & Quincy Railroad company through said lot, except a strip twenty feet in width off the east side of said lot belonging to the Des Moines & Kansas City Railway company.

In witness whereof the said board of railroad commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Clarke county, state of Iowa.

Attest:

W. W. AINSWORTH,

Secretary of the Board of Railroad Commissioners of the State of Iowa.

Des Moines, Iowa, July 10, 1896.

No. 1669—1896.

F. B. ROGERS, BRITT, IOWA, AND MANY
OTHERS,

v.

Hay rates—petition for reduction.

CLASSIFICATION OF HAY.

During the month of July, 1896, several petitions were presented to the board of railroad commissioners, asking that the hay rate be restored to class E, hay having been placed by the commissioners in their classification No. 11, effective July 1, 1896, in class D.

The board of railroad commissioners fixed August 11, 1896, at its office in Des Moines, as the time and place for the hearing, due and timely notice of the place and time of said hearing having been given.

On the 11th day of August, 1896, at the hearing, F. B. Rogers, of Britt, and F. W. Pease, of Pease Brothers, Des Moines, and Hon. Frank T. Campbell appeared for and in behalf of the petitioners, and the railway companies appearing and objecting to the change were:

Chicago, Burlington & Quincy Railroad company, by J. M. Bechtel, division freight agent; Chicago & North-Western Railway company, by S. W. Hazard, general agent; Chicago, Rock Island & Pacific Railway company, by C. J. Phillips, division freight agent; Chicago, Milwaukee & St. Paul Railway company and Des Moines Northern & Western Railway company, by J. N. Tittlemore, general freight agent of the latter company; Burlington, Cedar Rapids & Northern Railway company, by Mr. Bryant, chief clerk traffic department.

The commissioners upon the hearing gave all parties an extended opportunity to present all matters which they might deem pertinent and material to the question under consideration.

The complainants earnestly contended that the present rate, by reason of placing hay in class D, was unreasonably high, notwithstanding the sliding or graduating scale of minimum weights of hay in carloads, fixed by the board of railroad commissioners when hay was placed in class D.

Many reasons were urged by the complainants in support of their position; but three grounds, however, were made prominent, and, as we understand, were the principal ones relied upon by complainants:

First—That the Iowa rate on hay was higher for a like haul, under similar conditions, than the interstate haul.

Second.—That hay could not be moved or handled at a profit at the present rate, and

Third.—That the minimum weight for hay in carload lots was higher than the interstate rate fixed and established by the railway companies.

In considering this case we have deemed it advisable to treat of and consider the first and second grounds together, and in disposing of this question that method will be pursued by the board.

There was considerable evidence and many statements were offered by the respective parties upon the first and second grounds of the complaint. Several tariff rates, many freight bills and other documents were received by the commissioners, together with the evidence of Mr. Pease and Mr. Rogers.

Mr. Pease testified that from inquiries made and from his personal knowledge of the hay business and the shipments of hay at the present time and subsequent to the first day of July, 1896, that the present tariff rate fixed by the board was diverting the hay business from the city of Des Moines, as well as other points in Iowa; that the same was now being shipped to Chicago because and on account of the interstate rate fixed by the railway companies being much lower than the Iowa rate, and also that the minimum weight of carloads of hay, fixed by the railways, was much less than the minimum weight of carloads fixed by this board.

Mr. Pease was examined at some length with regard to the character of the hay crop in and around the city of Des Moines and at other points within the state of Iowa.

He testified that the hay crop was about the same this year as that of 1895 and for some years prior thereto; that his firm had received since the present

classification had been in force, only about forty-four carloads of hay, and only shipped in and out of Des Moines during the month of July from six to eight carloads, and about one-half of the amount received in July was reshipped out of Des Moines to other points within and without the state; that the demand for hay at present in the city of Des Moines is as good as it has been in the past, and the rains this season have not affected the local hay market in and about the city of Des Moines; that the present market price of hay per ton at Des Moines is about \$5.50 to \$6.00; that the firm of Pease Brothers received annually about 2,100 carloads of hay; that there has been a great falling off of hay receipts since the 1st of July by the firm, and that the hay crop throughout the state had not affected the hay market in Iowa or the demand therefor; that the firm of Pease Brothers have for some considerable time enjoyed the privilege of reloading and reshipping hay to other points outside of Des Moines and outside of the state, and the railway companies, or some of them at least, have granted them such right and advantage and have given them a rate based upon the original shipping point to whatever point Pease Brothers may have desired to reship to, thereby avoiding what might be termed a short haul rate, and obtaining all the advantages and benefits of a long haul rate, but for a short time past such privileges have been discontinued by the railway companies, as we understand it.

Mr. Rogers' testimony was directed more particularly to the condition of the hay crop in the northwest part of the state and all points within the state where hay was in demand, and the general hay market and the effect that the present rate was having upon the movement of the hay crop. Mr. Rogers also gave the commissioners his views as to what he deemed a reasonable minimum weight for hay in carloads, and urged upon the commissioners the importance thereof to those interested in the hay product.

Mr. J. N. Tittmore, general freight agent Des Moines Northern & Western Railway company, was also called by the complainants, and testified upon the question of minimum weights extended to interstate shippers.

We have given this matter the careful attention we believe its importance demands, and have, in every legitimate manner, endeavored to ascertain as nearly as possible the correct solution of this somewhat intricate question. We are called upon as commissioners in our official capacity under oaths to make reasonable maximum rates and charges for the transportation of freight over and by the different railways within the state of Iowa.

When this change in classification was made by the board we believed it was with due regard to the rights of all parties interested, the producer, the consumer, the shipper, the commission merchant and the railways. The rights of all had to be considered, and we were called upon to faithfully and impartially exercise our best judgment.

Many complaints had reached the commission prior to the adoption of the present classification that the minimum weights were unjust to the shipper; that a fixed minimum of 20,000 pounds was in force then for all cars regardless of their capacity, and that few cars were furnished by some of the roads where the minimum weight could be loaded or nearly so, thereby making a rate in many cases unreasonably high; that for some time it had been contended on the part of the railways that the rate was too low. The correspondence of the commissioners' office running back about a year and a half furnished evidence of fear on the part of shippers (especially of hay) that the railways would establish a minimum of 34,000 pounds and this minimum had been actually in use on some lines for a short period on interstate business.

The board, upon due consideration and mature reflection, when its new classification was adopted, in view of the tariff upon other products, as well as other considerations, concluded that hay should be placed in class D and that a sliding or graduating scale should be adopted whereby a shipper could have an opportunity of loading his car to the minimum weight at least, and the commissioners were in hopes that the shippers would give this new classification a fair trial in order that they might be in a position to give the commission their actual experience and observation and its effect upon the handling and shipping of hay generally, but it seems that without a fair trial it was deemed advisable to circulate petitions and obtain signatures thereto before the present classification had been in force but a few days, basing their complaint upon the general ground that the present classification was an advance of rates. It is the opinion of the commission, however, that under the ordinary conditions of shipping hay under the former classification that the present classification is a direct benefit to the shipper and we believe that a fair and impartial investigation of the present classification and its application to the ordinary shipments of hay within the state under the ordinary and usual conditions will bear us out in this assertion.

We have deemed it proper, under all the circumstances connected with this whole matter, to make this statement in regard to the action of the board in changing the hay rate from class E to class D.

We are unable, under the condition of the evidence and statements introduced and offered at this hearing, to reach the conclusion that the present classification of hay is an unreasonable one. The claim made by the petitioners that the interstate rate is lower than the state rate is not sustained by the evidence. Upon a careful examination of the statements and evidence offered, it is found in almost every instance that the Iowa rate for like hauls under similar conditions is lower than the interstate rate. The interstate tariffs or shipping bills offered by the petitioners, in one or two instances, appeared to be lower than the Iowa rate, but we do not feel justified in disturbing the present rate upon this evidence without knowing more about the reasons and circumstances under which the same were made.

We are equally of the opinion that the showing made by the complainants that the present classification has materially affected the Iowa market for hay is not sustained.

The evidence submitted in regard to the amount of hay handled and shipped by Pease Brothers during the month of July, 1896, and the shipments received by them during the month of July, 1895, shows a decrease, but the cause of such falling off is not clear to our minds. We believe that a fair construction of the testimony upon that point satisfactorily shows that the small shipments received by them during the month of July, 1896, is not due to the present classification, but to other local causes. It was claimed by the petitioners that Pease Brothers handled but about eight cars of hay in and out of Des Moines during the month of July, 1896, against about 125 cars received in July, 1895, and that the reason therefor was on account of the change of the classification. If the grounds assumed by the petitioners are true, why was one-half as much hay shipped out of Des Moines as received during the month of July, 1896, when the testimony shows that over 75 per cent of the hay received by Pease Brothers during the year 1895 was consumed in Des Moines? If local causes had not changed the conditions, there would be almost a hay famine with such light receipts for the month of July, 1896.

One other peculiar feature in this case is quite apparent, and that is that only four cars of hay should have been received by Pease Brothers during the month of July, 1896, and that during the first ten or eleven days of August of the same year the firm should have received about forty cars of hay. If it is, as claimed by the petitioners, that the present classification of hay prevented the shipment thereof during the month of July, why should it not have had the same effect and influence upon shipments made in August?

We have no doubt but that the witnesses honestly believed that the present classification was the entire and sole cause of the shrinkage and depreciation of the hay business of Pease Brothers for July, but we are led to believe that it was from other and different causes.

It cannot, we submit, be reasonably said that this evidence established the claim that on account of the present tariff or classification of hay it is not shipped or handled more extensively. We are not unmindful of the fact in considering this branch of the case, that the many and plentiful rainfalls in this state, with the exception of a very small portion of it, has materially affected the shipment of hay. A mere statement of this fact is all that is necessary, we think, to sustain the proposition. The crop is certainly generally larger throughout the state, and is not confined to one locality, and the surrounding country of many of the towns and cities of the state is able to furnish a large amount of hay to the local consumer. For a number of years last past undoubtedly much hay has been shipped in and about localities that now have a sufficient amount for home consumption, raised by the farmers in the immediate vicinity.

In view of the foregoing facts and conditions, we are of the opinion that we should not change the present classification, and to that extent the claim and prayer of the petitioners is denied and cannot be granted.

We now reach the claim that the minimum weight of hay in carloads at 20,000 pounds for a car 34 feet in length, inside measurement, is too high and therefore unreasonable.

We are of the opinion, that from the evidence offered and statements made, that this claim must be sustained. Much testimony in the form of shipping bills, tariffs and receipts, as well as the testimony of Mr. Tittmore, established beyond controversy that many of the railroads operating in this state have, on interstate shipments, made a much lower minimum than 20,000 pounds per car, regardless of the capacity of the car or other limitations. In fact it was not seriously questioned by the representatives of such roads as have adopted the lower minimum.

This evidence, without explanation, has satisfied this board that where the railway companies have adopted a lower minimum for carloads of hay than that fixed by this board, that such railway companies have deemed the minimum fixed by this board as too high and unreasonable. Can there be any rational or legitimate reason given why the minimum weight of a carload of hay, when the points of shipment and destination are both within the state of Iowa, should be higher or more than if shipped from the state to some point of destination without the state? Here is a case where the evidence conclusively shows that many of the railroads have voluntarily, without any regard for the minimum weights of hay fixed by this board for Iowa business, fixed and established a lower minimum for hay by the carload for interstate business.

In view of the evidence and facts and the voluntary reduction made by the railway companies, we have arrived at the conclusion that we ought to change

and reduce the minimum weight of hay or straw, or hay and straw mixed, in carloads, to 18,000 pounds, taking a 34-foot car, inside measurement, as the standard, and that the graduating or sliding scale adopted and made effective in the classification of this board under date of July 1, 1896, shall be and remain in force, but that a minimum of any car of hay shall not be less than 14,000 pounds, and it is so ordered.

Des Moines, Iowa, August 21, 1896.

No. 1670—1896.

CITIZENS OF STEAMBOAT ROCK, IOWA,

v.

THE IOWA CENTRAL RAILWAY COMPANY.

} *Street crossing at grade.*

Complaint filed August 6, 1896.

DECISION OF COMMISSIONERS.

On August 6, 1896, there was filed in the office of the railroad commissioners a letter, of which the following is a copy:

STEAMBOAT ROCK, Iowa, August 5, 1896.

The Honorable Railroad Commissioners, Des Moines:

DEAR SIRS—Our council passed an ordinance that the Iowa Central railroad should build a crossing over their road on Seventh street, and I have twice notified their agent here, but they have not yet done anything in regard to same. Can't you stir them up so they will build a crossing at once, as we need it at once because farmers on that side of the road want to haul their grain, etc., to town, but can't come here with a load on account of the bad crossing. Please attend to this, or let me know how the best way is to go after them.

Yours truly,

WALTER NEESSEN,
Mayor.

On August 6, 1896, a copy of this letter was sent to Col. L. M. Martin, general manager of the Iowa Central railway, and after sundry correspondence a formal hearing was held at Steamboat Rock on Wednesday, September 23, 1896, at 11 A. M., and the commissioners made a thorough examination of the site of the desired crossing, and of the undercrossings now used by the public.

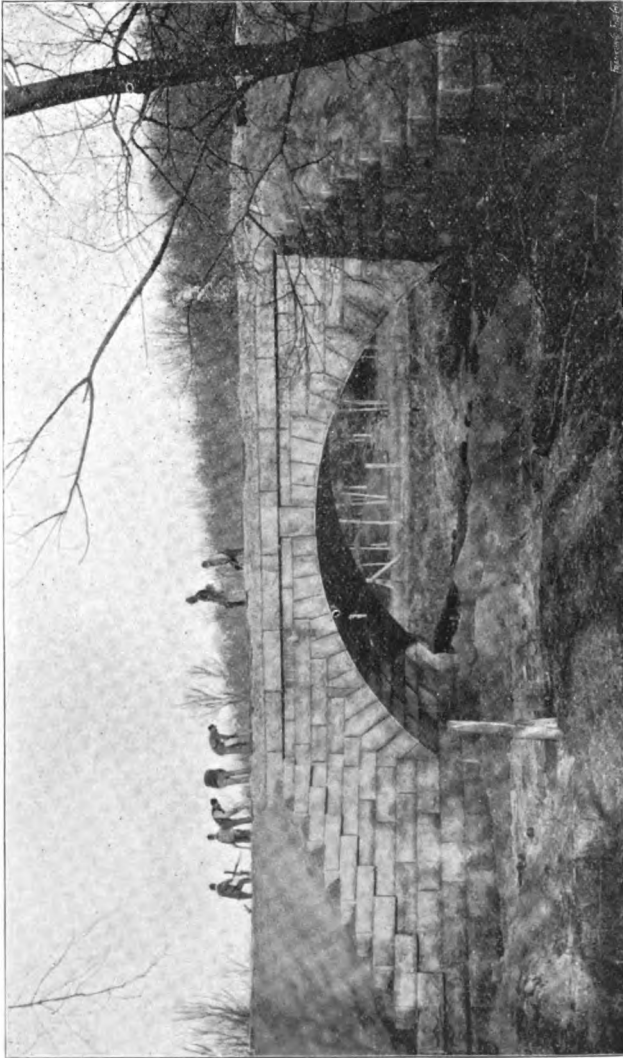
The town of Steamboat Rock is located on a high plateau, the ground breaking suddenly off on the south side of the town, making quite a steep descent to the valley below, in which the Iowa river runs.

The railway is located on the side of this slope on a curve, with high ground on the inside and lower ground on the outside, and at this point runs nearly east and west. There is a heavy grade to the east, and a like heavy grade to the west of the town approaching the Iowa river.

The view from the proposed crossings to the east is limited by the high ground, so that approaching trains could not be seen except for a short distance, and the grade is so heavy that a train, unless running at very slow speed, could not be stopped within the range of view in time to avert accidents. Many trains do not stop at that station.

Through trains need not stop there, and the heavy grades mentioned make it often necessary that great momentum be gained and speed attained in order to reach the top of the grade which they are about to approach.

An important highway approaches the town from the south, over which a heavy traffic reaches a market from the rich region lying in that direction.



BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.
40-foot arch, Plato, Iowa.

There is now an undercrossing, made some years ago by the railroad company, which partly answers the purposes of the public, but which, owing to the character of the soil and the inconvenience of approach, does not fully meet them. Another crossing under the trestle on the east end of the Iowa river bridge, about 100 feet distant west from the site of the grade crossing asked for, and about 900 feet west from the undercrossing before mentioned, has been in use by the public ever since the line of railway was built.

Taking these facts into consideration, the danger always attending the use of a grade crossing to the resident, to the traveling public and to those operating the trains, enhanced in this case by the speed necessary in running trains at this point, the necessity for high rates of speed by limited trains, both freight and passenger, to meet the demands of the traveling public and shippers, the commissioners are loath to make an order for a grade crossing. The time is not far distant when the people will demand the abolishing of all grade crossings over railroads, in order to stop the appalling loss of life from this cause, and which successfully resists the ingenuity of man to prevent while such crossings are in use. The commissioners regard a grade crossing at the point named dangerous in the extreme, and that this danger can be avoided by the use of undercrossings at or near the points where they are now located.

It is, therefore, the opinion of the commissioners that the Iowa Central Railway company should, at as early a day as practicable, put the eastern undercrossing in as good repair as it may be able to do, and as soon as practicable after a highway or street for necessary approaches has been established the railroad company shall put an undercrossing near the eastern end of its trestlework at its Iowa river bridge, and that when so completed the end sought by the petitioners will have been fully met.

Des Moines, Iowa, October 21, 1896.

No. 1671—1896.

CITIZENS OF SHANNON CITY, TINGLEY,
MALOY AND CLEARFIELD,

v.

CHICAGO, GREAT WESTERN RAILWAY CO.,
HUMESTON & SHENANDOAH RAILWAY
CO. AND ITS LESSEE, THE CHICAGO,
BURLINGTON & QUINCY RAILROAD CO.

*Petition for Wye—Inadequate transfer
facilities—Overcharge.*

Petition filed September 9, 1896.

DECISION OF COMMISSIONERS.

On September 9, 1896, there were filed the petitions of citizens of Shannon City, Tingley, Maloy and Clearfield, each setting forth in generally uniform terms the need for a wye or transfer track at Diagonal, where the Humeston & Shenandoah railway and the Chicago Great Western railway cross each other, in order that they might be able, on the part of those towns located on the latter named road, to have the benefit of shipments from the adjacent coal fields at Centerville and of those located on the former road, that they might have the benefits of shipments of general merchandise to and from the city of Des Moines and other distributing points reached by that road, and asking relief.

Copies of these petitions were sent the general managers of the two railroads interested, and Thursday, October 9, 1896, at 10 o'clock A. M., was set as the time for hearing in the case at the town of Diagonal.

On the hearing, the testimony of several citizens from each of the towns named was taken, showing conclusively that a necessity exists for transfer facilities, especially in carload lots at that point.

It was also in evidence that the greater portion of the grading necessary for a wye had already been done, largely at the expense of the people of Diagonal; also that the Humeston & Shenandoah railway is operated as a part of the Chicago, Burlington & Quincy system.

Section 1987 of the Code says:

Any railway corporation operating a railway in this state, intersecting or crossing any other line of railway of the same gauge operated by any other company, shall, by means of a wye or othersuitable and proper means, be made to connect with such other railway so intersected or crossed; and railway companies where railroads shall beso connected shall draw over their respective roads the cars of such connecting railway; and also those of any other railway or railways connected with said roads made to connect as aforesaid, and also the cars of all transportation companies or persons, at reasonable terms, and for a compensation not exceeding their ordinary rates.

Considering, therefore, the evident demand for the proper transfer of business at Diagonal and the duty of the railways there crossing each other with reference to public convenience, the commissioners are satisfied that a proper "wye" should at once be put in at Diagonal, and that the expense of completing the construction of the same should be equally divided between the two railways in interest.

The elevator mentioned in the petitions is a device for transferring baggage and small freight parcels from one road to the other, fashioned on the principle of the freight elevators used in large buildings.

The commission, after a careful examination of the proposed construction, do not deem it practicable at the point where it would necessarily be placed.

The matter of rates over the Humeston & Shenandoah railway was incidentally brought out on the hearing. This question, however, was not presented in the petitions, and we do not now consider it.

Des Moines, Iowa, October 21, 1896.

No. 1672—1896.

BOARD OF SUPERVISORS, LOUISA COUNTY,

v.

IOWA CENTRAL RAILWAY COMPANY.

} *Highway crossing under grade.*

Petition filed December 3, 1895.

DECISION OF COMMISSIONERS.

On September 7, 1895, a communication was received by the board, signed by J. Downs, Wapello, Iowa, informing the board that "We have a crossing on the Iowa Central, running through this county, that is exceedingly dangerous, owing to the high grade on which one of our public highways crosses the railroad," etc., and making inquiries as to proper manner of bringing the subject before the commission. Later there was filed a petition signed by twenty-four residents of Louisa county, including the three members of the board of supervisors of that county, setting forth that the petitioners "Are residents of Louisa

county, Iowa; further, that there is, and for the past ten years has been, a dangerous and insufficient crossing on the line of the Iowa Central Railway company, at a point on said line of railway in the county of Louisa and state of Iowa, where the said railway intersects and crosses the public highway, about six miles east of Morning Sun, on the half section line that divides section 25 in township 73 north, range 3 west of the 5th P. M., into east and west halves, and which said crossing is commonly known and called the Herrick crossing," and further generally describing the conditions existing at the point described, and asking "that said railway company be required to construct and maintain an underground crossing at the aforesaid point, and that the same be constructed within three months after the hearing on this petition."

Quite an extensive correspondence with the railroad company and with the petitioners ensued, and on August 13, 1896, the commissioners visited the site of the crossing, and there met the representatives of the board of supervisors and other petitioners, and also of the railroad company.

The highway is an important one, and considerable travel passes over it. It had been located as a highway, and was in use as such, prior to the time the railroad line was located. There is a long cut immediately to the west of the crossing, and terminating at the west side of the crossing, while immediately east of the crossing there begins a grade approach to a bridge located about 100 feet east of the east side of the highway. The cut on the west side almost wholly prevents a view of the trains approaching the crossing from the west to persons approaching the crossing from either the north or the south. The railroad at the crossing is practically at grade, or possibly a little below the original surface before it was built, and the approaches of the highway on both sides follow almost the original surface of the ground, which is quite steep toward the line of railway.

The bridge mentioned is perhaps 100 feet long, built across a small watercourse or natural drain, which also crosses the highway a few rods north of the railway, passing under this bridge and joining another small watercourse coming from the west nearly parallel to the railway a few rods south. The bed of the watercourse on the north and the bed of the watercourse south are practically on a level with the surface of the ground under the bridge.

The railway has adopted the usual precautions, such as sign signals, etc., to prevent accident at this crossing. It has also made its approaches as complete as it is usual for approaches at grade crossings to be made, and left the grades of the highway no worse than they found them before the railway was constructed. Further, the crossing is one requiring extreme care both by those using the highway and by the railway employes operating the trains at that point. It is, however, one that by the use of this caution is no more dangerous than many others in the state, and whenever it will be possible to eliminate this danger on all railways in the state, it should be done.

The expense of the undercrossing is estimated at about \$2,000. To require the railway company to construct and maintain such a crossing at this point would also involve similar ones at other points situated under similar physical conditions along the entire line of the railroad, thereby incurring an enormous additional expense to the railway company which we are of the opinion, at the present time, we would not be authorized or justified in doing. To adopt such a line of policy at this time would have a tendency to destroy and impair other needed improvements of railway properties, which the company is expected to make, in order to meet the demands of the public.

In this case the construction of an undercrossing would necessitate a bridge overhead for the operating of the railroad, and this within a distance of 100 feet from the bridge before mentioned. This construction would, in the opinion of the board, be a menace to the safety of the public using the railway trains.

The solution, then, of the matter presented to the board, seems to be for Louisa county to establish a highway connecting the highway north of the railway with the highway south of the railway on a line running under the present bridge, and when this highway is so located, the railway put the same in condition and maintain it for use as a public highway across its right of way.

It is, therefore, ordered by this board, that within sixty days after the highway is located by Louisa county, Iowa, substantially as above, under the bridge described, the Iowa Central Railway company shall put the highway so located in condition for use as a public highway across its right of way, and maintain the same, and when this is done, the ends sought for by the petitioners will have been accomplished.

Des Moines, Iowa, October 30, 1896.

No. 1673—1896.

CITIZENS OF AFTON, IOWA, AND VICINITY,

v.

CHICAGO GREAT WESTERN RAILWAY CO.

Insufficient mail service by train at Talmage, Iowa.

Petition filed August 4, 1896.

DECISION OF COMMISSIONERS.

On August 4, 1896, there was filed with the board the petition of Willis St. John and 116 others, citizens of Afton, Iowa, and vicinity, setting forth that the petitioners "feel greatly grieved and seriously injured by the recent action of the Chicago Great Western Railroad company in not stopping the mail and passenger trains at Talmage as formerly."

That "at present all mail matter from all southwest Iowa goes through Afton postoffice, and by hack, not to Talmage as formerly, but to the junction one mile below Talmage. It is there put on a southbound train and run to St. Joseph, Mo., and then back late in the evening to Talmage and other points on the Chicago Great Western railway. It now takes from twenty-four to thirty hours to send a letter from Afton to Talmage, four and one-half miles, and equally long in getting a letter from Talmage to Afton," and asking the board to compel the passenger trains carrying mail to stop at Talmage station.

On August 5th there were received the petitions of W. F. Craig and eighteen other citizens of Talmage and vicinity; of Wallace B. Raymond and five other citizens of Talmage, and of John S. Lapane and ten other citizens of Talmage, each setting forth the same matter of grievance and asking in effect the same relief.

Copies of these petitions were on August 5, 1896, sent to Samuel C. Stickney, general manager of the Chicago Great Western Railway company, at St. Paul, and on October 8, 1896, the commissioners visited Talmage for the purpose of investigating the matters complained of.

The facts as developed are that passenger train No. 1, going south, and passenger train No. 6, going north, are limited trains between Des Moines and St.

Joseph, Mo. In order to make the necessary connections at these two points, and to accommodate through passengers, the utmost possible speed, consistent with safety, must be maintained, and the principal means of shortening time is by cutting out stops.

Talmage contains one store and is the shipping point for a creamery, and other farm products. It has passenger trains south bound at 3:05 P. M. and 11:17 P. M., and a mixed train carrying passengers at 9:15 A. M.; north bound passenger at 6:25 A. M. and 6:14 P. M., and mixed trains carrying passengers at 2:08 P. M. and 6:40 A. M.; train No. 1 going south at about 9:30 A. M. stops at Afton Junction, one mile south.

The matter of mail service, which is the one emphasized in the petitions presented, was referred to the chief clerk of the railway mail service, William H. Penn, at Des Moines, who has charge of the railway mail routes in the territory including Talmage, with a request that he kindly furnish to the board such facts bearing on the case as he could command. He, in response, furnished the following official statement:

When the Chicago Great Western changed their train service so that train No. 1 did not stop at Talmage, the department had a mail crane erected and since then mail has been received by catcher at that point. The quantity of mail coming from Afton was more than could be caught, so star route was changed to Afton Junction, where train stops, and where same mail is received that formerly was received at Talmage. The only mail being delayed is mail for Talmage. Mail received at Afton Junction for Talmage by train No. 1 is given to train No. 2 at St. Joseph and delivered at 6:15 P. M., delaying it nine hours and five minutes. The amount of mail thus delayed as reported by clerks on that line will average about twelve pieces, letters and papers, daily.

Mail from southwest Iowa and northwest Missouri received by trains arriving at Council Bluffs and Omaha by 7:50 P. M. for Talmage, is not sent via Afton, but via Chicago, Rock Island & Pacific, connecting train No. 1, Chicago Great Western, at Des Moines, reaching Talmage at 9:10 A. M. This dispatch applies to mail for all offices between Des Moines and St. Joseph. Mail for same points centering at Kansas City and St. Joseph in the P. M. is forwarded in closed pouch from those offices, to Des Moines, connecting train No. 1. Des Moines, south.

As you will readily see, the only office to which mail is delayed is Talmage and the only remedy is to extend star route to Talmage.

The train service of the railway company as indicated above seems to the commissioners to be adequate for a station doing the limited business shown at Talmage, at least for the present. To require the limited passenger train to stop there would necessitate the same service at each of the other stations doing the same amount or more business, and thus it would become a local rather than a limited train. Such limited trains have become a necessity on all our through lines of railway, and for them vast sums of money are expended for equipment especially fitted for this service and to put the roadbed in physical condition for this special demand.

The public is deeply interested in them, seeking their accommodations on every considerable journey, making available their facilities for rapid trains.

A railway that did not maintain this service would be entirely avoided by through travel and soon the trains in such service would of necessity be abandoned, and the public be in worse plight than now, even at those stations not having a place on the schedule of the limited trains.

With these facts before the board, and with these considerations in view, the petitions are dismissed and the prayer thereof denied.

Des Moines, Iowa, October 30, 1896.

No. 1674—1896.

LYMAN SPENCER, S. MURDOCK AND OTHERS,
DOON, IOWA.

v.

CHICAGO, ST. PAUL, MINNEAPOLIS &
OMAHA RAILWAY COMPANY.

Depot at Lunt's Siding—station facilities.

Petitions filed September 12, 1896.

DECISION OF COMMISSIONERS.

On the 8th day of June, 1896, this commission received from Mr. Lyman Spencer, a communication asking that the Chicago, St. Paul, Minneapolis & Omaha Railway company be required to build and maintain a depot at what is known as Lunt's siding. This siding is located about midway between Rock Rapids and Doon, stations on the line of the above railway, and is about six miles from either of the stations named.

The contour of the ground as represented by the complainants is a reasonably safe place to construct and maintain a depot, and the only remaining question which now appears for the consideration and determination of the board is the public need for such a station. There has been filed with the commission two or more petitions and other correspondence by those asking for the station, and the railway company have also, by an extended letter, set out quite fully its objections to the construction and maintenance of such station.

The correspondence, together with the petitions referred to, is herein set out, as well as the correspondence of the commission, in the order in which the same was had, and the same is now on file in the office of the commissioners, and is as follows:

DOON, LYON COUNTY, IOWA, June 6, 1896.

W. W. Ainsworth, Secretary:

DEAR SIR—I have been requested to write you by neighbors in regard to building a depot at Lunt's siding in this county. There really should be one there according to the trade, and the people in the vicinity would very much like one. The company will not build one, and they charge fare from Rock Rapids to Doon, fifteen miles, if one gets off at Lunt's siding, which is about half way between. * * * It would please us very much if you could influence the company so they would put up a depot. Then we could have a postoffice and things would be in much better shape. Yours truly,

LYMAN SPENCER.

DES MOINES, IOWA, June 11, 1896.

Lyman Spencer, Esq., Doon, Iowa:

DEAR SIR—In reference to your recent request for this commission to take up the matter of station between Rock Rapids and Doon:

It might be well for you to make a little more definite statement, that the commissioners might the more intelligently consider the case when it is brought before them. Give the approximate distance between the station on either side of the point where your people desire station erected; state whether the ground is level or on a grade, and if a grade give number of feet to the mile, if you can do so; state the approximate number of inhabitants in the immediate neighborhood, also in the vicinity and tributary to this point. If shipments have been made from Lunt's siding, state the number and character of the shipments as near as you may be able to do so. In other words, give as closely as possible the present and prospective business of such station, should one be established. It might also be well for you to present a petition of the citizens who would make use of the station were one erected. Upon receipt of this, the matter will be laid before the company for attention.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

To the Iowa Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We, the undersigned, residents of Lyon county, Iowa, respectfully ask and pray that a depot be established by the Chicago, St. Paul, Minneapolis and Omaha Railway company at a sidetrack in Lyon county, Iowa, known as Lunt's siding. We, the undersigned,

state that we have either sold or shipped grain over said railroad for the past two years or more.

Dated at Rock Rapids, Iowa, this 20th day of July, 1896.

Signed: H. G. McMillan, Samuel Murdock, J. D. Wilson & Co., Elias Dunkel, G. T. Herris and 105 others.

COPY OF LETTER OF TRANSMITTAL.

DOON, Iowa, September 8, 1896.

Iowa Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Enclosed find petition of some of the people residing near and tributary to a point known as Lunt's siding, and asking the establishment of a station at said place.

This place (Lunt's siding) is situated on the Chicago, St. Paul, Minneapolis & Omaha railway, and midway between Rock Rapids and Doon. It is six and one-half miles to either place. Ground at this point is almost level.

This is a farming community and quite thickly settled. There were 312 cars of grain shipped from this point this year. There would have been stock shipments made also, but there are no yards here. There are no accommodations whatever for passengers, and passengers getting on the train at this place have to pay fare from Rock Rapids to Doon, or *vice versa*, as the case may be, making the fare a trifle over 6 cents per mile. If a station were established here think business would be increased 25 per cent at least.

S. MURDOCK.

DES MOINES, Iowa, September 12, 1896.

Mr. H. G. Burt, General Manager Chicago, St. Paul, Minneapolis & Omaha Railway Company, St. Paul, Minn.:

DEAR SIR—Enclosed please find copy of petition of S. Murdock and others, asking that a depot be erected at a point between Doon and Rock Rapids, together with copy of letter of transmittal signed by Mr. Murdock.

Kindly give this matter your early attention and answer.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,
Secretary.

ST. PAUL, Minn., September 15, 1896.

Honorable Board of Railroad Commissioners of Iowa, Mr. W. W. Ainsworth, Secretary:

DEAR SIR—I beg to acknowledge the receipt of yours of the 12th inst., enclosing copy of petition of S. Murdock and others, asking that a depot be erected on this company's line between Doon and Rock Rapids, on the Doon Branch.

I will look into the matter without delay, and advise you later concerning it.

Yours truly,

H. G. BURT,
General Manager.

DES MOINES, Iowa, September 18, 1896.

Mr. S. Murdock, Rock Rapids, Iowa:

DEAR SIR—In a letter dated September 15th, Mr. H. G. Burt, general manager of the Chicago, St. Paul, Minneapolis & Omaha Railway company, in acknowledging receipt of your petition for depot at Lunt's siding, says: "I will look into the matter without delay, and advise you later concerning it." Copy of Mr. Burt's further answer will be sent you upon receipt.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,
Secretary.

ST. PAUL, Minn., October 11, 1896.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to yours of the 12th ult., with reference to petition from S. Murdock and others, asking that a platform be erected between Doon and Rock Rapids. My predecessor, Mr. H. G. Burt, acknowledged receipt of yours of the 15th ult., and will say that we have now given it due consideration, concluding that we can not, with business in sight, afford to put up any depot structure there during current year, but have arranged for construction of a platform without delay for use of passengers, and our general passenger agent will arrange to have tickets sold to that point.

It is now too late in the season to consider any further construction work for 1896, but shall place this correspondence in our file for proper consideration as to depot facilities next year, though I doubt very much whether business from that section will warrant us in being at the expense of maintaining and operating, with considerable attendant cost, a depot at Lunt's. You may rest certain however, that the subject will have fair consideration next year, and in the meantime these people will be much better accommodated than heretofore.

Yours truly,

W. A. SCOTT,
General Manager.

DES MOINES, Iowa, October 13, 1896.

Mr. S. Murdock and Others, Rock Rapids, Iowa:

GENTLEMEN—Again referring to the matter of your petition for the erection of a depot on the line of the Chicago, St. Paul, Minneapolis & Omaha railway between Doon and Rock Rapids, I beg to submit to you a copy of letter from the new general manager of the company, Mr. W. A. Scott, just received. If you have anything further you desire to file in the case, kindly forward at an early convenience. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

DES MOINES, Iowa, October 30, 1896.

S. Murdock and Others, Rock Rapids, Iowa:

GENTLEMEN—Have you anything further to submit in reply to the position taken by General Manager W. A. Scott of the Chicago, St. Paul, Minneapolis & Omaha Railway company, in relation to your petition? If so, kindly forward at an early convenience, in order that the case may be closed upon the commissioners' records.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

The board, in view of the statements made by the railway company and contained in the foregoing letter, under date of October 11, 1896, have concluded that the case will be closed for the present, giving to the residents interested in such station the right in the future to have the same reopened in case the circumstances and wants of the public demand it, and in case the additional facilities promised by the railway company are not provided; or in case such additional facilities do not meet the reasonable demands and wants of the public, then this board will proceed to make such additional orders as it deems proper and just in the premises.

Des Moines, Iowa, November 11, 1896.

No. 1675—1896.

C. O. CARPENTER, CONESVILLE, IOWA,

v.

BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY CO.

Guaranty for freight charges; perish-
ble freight.

Complaint filed August 26, 1896.

DECISION OF COMMISSIONERS.

By a letter under date of August 25, 1896, Mr. C. O. Carpenter, of Conesville, Iowa, made complaint against the Burlington, Cedar Rapids & Northern Railway company, setting forth therein that the railway company, upon the delivery of perishable freight and before shipment thereof, exacted and required of him a written guaranty, signed by one or more responsible persons, providing among other things for the payment of all freight and other charges upon such perishable freight at its destination, and also containing a stipulation relieving the railway company from all liability for loss or damage occasioned by the delay of such freight. Thereupon the matter was taken up with the railway company by correspondence, and all correspondence relating thereto, together with what purports to be a copy of the written instrument referred to therein, is herein set out in the order in which the same was had, and is as follows:

CONESVILLE, Muscatine county, Iowa, August 25, 1896.

State Railway Commission, Des Moines, Iowa:

GENTLEMEN—I wish to complain of the unreasonable guarantee for the payment of freight charges which is required of shippers at this point by the Burlington, Cedar Rapids & Northern railway. I handle a great many cars of fruit during the season and ship from many points, and nowhere else have I been obliged to put up a guarantee.

Not only is the shipper compelled to sign a guarantee for all freight charges (in which is a clause exempting the company from all loss or damage resulting from delay, etc.) but he must secure some responsible person as surety. The agent here is very arbitrary as to who is and who is not a sufficient surety. He refuses to accept the names of men living four or five miles from town, and from men who even own large farms, if such are incumbered, etc. He apparently must have some one rated at a million, and who lives in sight of his office. I, as well as other shippers here, am greatly inconvenienced by such an arrangement and would like relief in some way. Just now we are shipping melons in large quantities and it is often a very serious matter to step in to the station to bill out a car or two of melons, shortly before train time only to have your surety refused. Serious delays and consequently losses result from this, and we trust you can investigate this matter at once and, if possible, afford us some relief. We hazard our crop of melons, etc., and the railway company ought to risk freight charges, as of course they are paid first. Yours respectfully,

C. O. CARPENTER.

DES MOINES, Iowa, August 27, 1896.

Mr. C. O. Carpenter, Conesville, Iowa:

DEAR SIR—Your communication of the 25th inst., making complaint of the "unreasonable guarantee for the payment of freight charges which is required of shippers at this point by the Burlington, Cedar Rapids & Northern railway," has been received, and the matter taken up with President Ives of the respondent company.

You will be duly advised of the position taken by the company in the case.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

DES MOINES, Iowa, August 27, 1896.

Mr. C. J. Ives, President Burlington, Cedar Rapids & Northern Railway Company, Cedar Rapids, Iowa:

DEAR SIR—Enclosed you will please find copy of complaint made by Mr. C. O. Carpenter, of Conesville, Iowa, which is self-explanatory.

Kindly give the matter your very early attention, and answer.

Very respectfully yours.

By order of the board.

W. W. AINSWORTH,
Secretary.

CEDAR RAPIDS, Iowa, August 31, 1896.

Mr. W. W. Ainsworth, Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR—Yours of August 27th, enclosing copy of complaint of Mr. C. O. Carpenter, of Conesville Iowa, in regard to guarantee on perishable property, such as melons, is at hand and has been investigated. I enclose copy of blank used for this guarantee, and while our agent at Cone might have been perhaps too particular in exacting a responsible guarantor, he may be considered to have had some excuse for the case, because last year Mr. Carpenter, while guaranteeing the freight on some carloads of melons, when asked to pay utterly refused, and the amount was uncollected, the melons having decayed and being unsalable for a sufficient amount to pay the charges.

The guarantee seems to be essential for another reason, which is, that the dealer will receive from the farmer a carload of melons, saying to the farmer, "If these melons find a market and are sold, I will pay you for them; if, on the contrary, they are lost, I will pay you nothing." Under such circumstances the dealer takes no risk whatever, and the railway company takes all the risk. Instructions, however, have been given our agent at Cone to accept a reasonable surety of the guarantee of charges on these melons.

Trusting this may be satisfactory, I am, Yours truly,

C. J. IVES,
President.

(COPY OF GUARANTY.)

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

.....Station.....189....
In consideration of the Burlington, Cedar Rapids & Northern Railway company receiving the following perishable property, without freight being prepaid, viz:.....
....., consigned to....., at.....
in case consignee refuses to pay freight, I hereby agree to pay all freight and charges which may accrue on same to destination; and also agree to release said company from all liability for loss or damage arising from delay of same.

This company is not to be held liable for any loss or damage to this shipment occurring while in the possession of other carriers.

Attest:

.....Agent.

.....Shipper.
.....Surety.

Agents shipping perishable property must in all cases require one of these blanks to be signed by the shipper, with some responsible party as surety, and forward to auditor's office

It is claimed by the shipper that the demand of the railway company of a written guaranty to pay all freight and charges before the shipment, or at any time, is unreasonable and a great inconvenience and hardship to the shipper.

It will be observed that this written instrument, treated as a guaranty by both parties, only refers to perishable freight, and in this instance it refers to the shipment of melons only.

We are not, at this time, prepared to say that to require a written guaranty, signed by persons financially good, is an unreasonable demand or requirement by the railway company, when the merchandise to be shipped is recognized as perishable property. We know of no rule or decision going so far as to hold that railway companies have not the right to make and adopt reasonable rules and methods to insure the payment of freight charges on perishable freight shipped or to be shipped over their lines, when the freight in the first instance is delivered by the shipper to the railway company exacting and requiring such guaranty, but in this case the further criticism and objection is made that the instrument in question goes further, and that there is an attempt on the part of the railway company to compel the shipper to release the company from all liability for loss or damage arising from the delay of such perishable merchandise, and that such demand is unreasonable and unjust.

We have examined this instrument with care, and while we do not pass upon that question directly, yet we are of the opinion that there may be some force and reason in the objection made. Perishable merchandise must be handled by the railway company, and they should with all reasonable dispatch and care handle and transport such merchandise, so that the least possible loss or damage may occur to the shipper or consignee, as the case may be. That is, they should be reasonably diligent in that regard, and any contract or release which they may exact from a shipper before receiving such merchandise, relieving such common carrier from such reasonable diligence in the handling and shipping thereof, would be against public policy and injurious to the public generally, and we would suggest that in all future contracts and guaranties, or instruments in writing, whereby the railway companies shall require that the freight charges upon all perishable property be guaranteed before shipment, that it shall contain no stipulation or agreement relieving such railway company from reasonable diligence in the handling and transporting of such merchandise. If these suggestions are carried out and complied with, then we are of the opinion that the shipper will have no reasonable ground of complaint, and with these suggestions this case will be considered closed.

Des Moines, Iowa, November 19, 1896.

No. 1676—1896.

CITY OF WHITING, IOWA,

v.

SIoux CITY AND PACIFIC RAILROAD Co.

Stopping through trains at small towns.

Petition filed October 2, 1896.

DECISION OF COMMISSIONERS.

A communication was received by the commission under date of September 30, 1896, from Mr. H. C. Morley, recorder of town council of Whiting, Iowa, asking, in behalf of such council, that the through passenger trains, known as the "fast trains" upon the line of the Sioux City & Pacific Railroad company, be compelled to stop at Whiting, and also at stations east of Onawa, and stating that the railway company will not sell at Chicago tickets good to Whiting or east thereof. The attention of the railway company was called to this complaint, and through its general manager, Mr. George F. Bidwell, under date of October 26, 1896, the company answered that both of the trains which complainant asked to have stopped at Whiting were through trains running on fast time, and it was impossible for them to make local stops therewith. It was further stated by the railway company in its communication, that there is a local train passing Whiting at 10:40 A. M., going in both directions, which makes all the stops between Sioux City and Missouri Valley, and that there was also a local train going north at 12:36 A. M. and at 2:43 P. M., which furnish all the accommodations which would seem to be necessary, but if they do not, then the company will be willing to consider the matter further.

The substance of the foregoing reply was forwarded to Mr. Morley, requesting him to furnish such additional facts as he wished to, but no communication has been received in answer thereto.

Whiting is a town of something over 500 inhabitants, and has no railway facilities other than the Sioux City & Pacific railroad is able to furnish. We have repeatedly held that we could not consistently compel fast through trains to stop at all local stations along the lines of the different railways throughout this state. To do so would deprive the public of that reasonable service that the public is entitled to. The railway companies operating through lines or connecting with through lines, have incurred great expense in equipping their trains for fast through service, and have expended large sums of money to prepare and make good and safe tracks and roadbeds, in order to furnish this service to the public, and we feel that we would be doing great injury to the traveling public who have occasion to use these trains, and a great injury, as well to the railway companies, if we should by such orders as are requested in this case, make local trains of all through trains, and this would be the result if we should grant this request in cases of this kind. What would apply to the town of Whiting would apply to all towns along this line of railway, and in fact, other railways in this state, where the conditions were the same or similar, and we are, therefore, obliged to deny this request at this time. We do not wish to be understood, however, as holding that in case it can be made to appear that the people of Whiting are not receiving adequate railway service, considering all the circumstances and conditions applicable thereto, that we will not make such additional orders as may be necessary in the premises, upon a proper showing.

There is one other question that appears from the letter of Mr. Morley, and that is in regard to the refusal of the railway company to sell tickets from Chicago to Whiting and other points east of Whiting. Conceding this condition of affairs to be true, yet we are in doubt whether we would have the right or authority to make any order in regard thereto, it being a matter originating outside the state. and, therefore, interstate business, over which this board has no authority to act. If at any time in the future any person interested has reasonable grounds of complaint in regard to any of the matters herein involved, and will bring the matter before the commission, this case will be reopened and the board will make such additional rulings and orders as may seem just and proper in the premises.

Des Moines, Iowa, November 19, 1896.

No. 1677—1896.

H. WILLARD, SON & CO., MARSHALLTOWN,
IOWA,

v.

CHICAGO GREAT WESTERN RAILWAY CO.

*Refusal to receive shipments of hides,
etc., except on certain days.*

Complaint filed October 16, 1896.

DECISION OF COMMISSIONERS.

Complaint was made before the railroad commissioners, by letter under date of October 15, 1896, wherein H. Willard, Son & Co. allege that the Chicago Great Western Railway company refused to receive hides for shipment over its line into Marshalltown, Iowa, except on one day of each week. This complaint was submitted to the railway company, and it has answered by admitting that it has only provided for the shipment of one car of such freight—that is, such kind of freight, oil, hides, tallow, etc.—on Thursday of each week, and saying that such has been the custom on this line of railway in and out of Marshalltown for a number of years last past, and also that such merchandise is handled at a loss by the railway company.

It would seem that in this case the claimants insist that they have a right to ship this class of merchandise whenever they may choose so to do, regardless of the injury or damage this freight may occasion to other classes of merchandise.

It must be conceded, we believe, that this class of merchandise is very injurious and is liable to damage many articles of other kinds of merchandise shipped in the same car with it, and that it can not be safely placed in a car used for conveying general merchandise, and must necessarily be placed in a car with merchandise of a similar kind, such as tallow, oils, etc. If this be true, then we see no valid objection to the rule adopted by the railway company fixing certain days when it will handle and ship this class of freight. However, the public is entitled to have sufficient and timely notice of the time when such shipments can be made, and the time should be so arranged that those who may desire to handle and ship this class of merchandise can do so without unreasonable annoyance or trouble, and at reasonable times, and the question whether the same is handled at a loss by the railway company will not be the controlling element in determining the service rendered the public in this regard. We do not mean by this that the question of loss to the company will not be considered, but what we do intend to convey is that it will not be the controlling element that will govern cases of this kind.

If the complainants will furnish this board with the amount and number of their shipments of this class of merchandise, that it has handled and shipped over the line of this company's railway within the last year, together with the dates thereof, and such other facts as they may have upon this subject, we will at any time be glad to make such other or additional orders as to the board may seem right and proper in the premises, but at this time we do not feel justified, on the showing made, in holding that the railway company is not now furnishing a reasonably fair and adequate service in the handling and shipping of this class of merchandise.

Des Moines, Iowa, November 19, 1896.

No. 1678—1896.

CITIZENS OF HOSPER, IOWA,

v.

CHICAGO, ST. PAUL, MINNEAPOLIS &
OMAHA RAILWAY COMPANY.

*Petition to have through night trains
stop at Hosper.*

Petition filed November 4, 1896.

DECISION OF COMMISSIONERS.

Complaint was laid before this board by petition signed by a number of the residents of the town of Hosper, Sioux county, this state, asking that the board make an order requiring the night passenger trains each way on the line of the Chicago, St. Paul, Minneapolis & Omaha Railway company to stop at the station of Hosper.

This matter was submitted to the railway company, and they answered under date of November 7, 1896.

The petition, together with the correspondence relating thereto, is as follows:

To the Honorable Railroad Commissioners of the State of Iowa:

GENTLEMEN—The undersigned would most respectfully represent that they are citizens of the town of Hosper, Sioux county, Iowa, which is on the line of the Chicago, St. Paul, Minneapolis & Omaha railway.

That there are in the town about thirty business firms, and that the town does a large amount of trade; that there are two night passenger trains on this road, one north and the other south, and that these will not stop at our town for passengers, even upon a signal, which is a great inconvenience.

We now make this petition, asking you to make such an order as will require and cause this company to stop their night trains each way at our depot, but we do not ask them to stop unless upon signal, which will be only when there are passengers to get off or on.

Respectfully,

J. H. Holihan, P. Youngers, H. Van Rooyen, C. F. Zooge, V. Perry, T. L. Dyk, and twenty-four others.

DES MOINES, IOWA, November 4, 1896.

Mr. J. H. Holihan and Other Petitioners, Hosper, Iowa:

GENTLEMEN—Your petition asking for the establishment of night train service on the Chicago, St. Paul, Minneapolis & Omaha railway at your point has been received, and will be immediately taken up by the board with that company. You will be kept fully advised of all steps taken, and of further progress of the case; also furnished a copy of the answer of the company upon receipt. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

DES MOINES, IOWA, November 4, 1896.

Mr. W. A. Scott, General Manager Chicago, St. Paul, Minneapolis & Omaha Railway Company, St. Paul, Minn.:

DEAR SIR—The following petition, signed by J. H. Holihan, H. Van Rooyen, V. Perry, and twenty-five other firms and persons, of Hosper, Iowa, will explain itself: “* * * *”

Kindly give the matter your early attention and reply.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

ST. PAUL, MINN., November 7, 1896.

Mr. W. W. Ainsworth, Secretary Iowa State Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Answering yours of the 4th inst., which refers to a petition signed by J. H. Holihan, H. Van Rooyen and others, of Hosper, Iowa, to have this company stop its night passenger trains Nos. 1 and 2 at that point upon signal.

This, as you perhaps know, is a question that has been threshed over and over, we finding ourselves unable to comply with this request, which has been made not only by people of Hosper, but nearly every other local station between St. Paul and Sioux City, and, of course, we can not make this concession in favor of the people of Hosper without opening the door to others who can present equally as good, and in some cases better claims for night passenger train service than they. Reasons for having to decline are that trains Nos. 1 and 2 are scheduled on a basis of doing a through business on dispatch time, and were we to make local stops, as these and other petitioners have from time to time requested, it would result in our being unable to make our connections, which would destroy the usefulness of this train for through business, and cause such travel to seek other routes more acceptable, on account of our doing so much local work, which we know from past experience on other lines is the ultimate result of attempting to serve local points with a through train.

As before stated, there are many other local stations on this railway situated same as Hosper, the people of which would occasionally find a night passenger train service convenient, but generally they have, on receiving proper explanation, cheerfully withdrawn their petitions, realizing that we can not serve through business and local stations with the same train, and it seems to me the people of Hosper will be quick to see this line of reasoning and do likewise. Fact is, our local passenger train service in that territory is ample for traffic there is to handle, and we have taken great pains to schedule our day trains, which make all stops, so as to give the best service to the greatest number of people in our territory between St. Paul and Sioux City.

Yours truly,

W. A. SCOTT,
General Manager.

It is claimed on the part of the railway company that the night trains referred to in complainant's petition are fast through trains and that if they are obliged to stop such trains at this station and others similarly situated, that these trains would become merely local ones, and that they would be unable to make connections with other through trains furnishing them with through passengers and other business.

Hosper is an active business town of something over 300 inhabitants and enjoys the advantages of no other railway, except the Chicago, St. Paul, Minneapolis & Omaha railway. There are no other stations nearer Hosper than Sheldon, which is seven miles, and Alton, which is nine miles. At present there are trains carrying passengers, going west, at 6 o'clock and 8 o'clock P. M., the last named train being a way freight; and one going east at 11:01 A. M., another at 4:04 and another at 7:50 A. M., the last two named being freight trains.

This board has held on many former occasions that it will not require through fast trains, where they are operated for through business or make connections therefor, to make local stops, unless under unusual circumstances and conditions. The reason for this is apparent to anyone who will give the matter fair and reasonable consideration. The companies are required, in order to operate fast through trains, to expend large sums of money in the equipment of the trains, as well as repairing of track and roadbed therefor, and at this time the

demand for fast train service is perhaps as great, if not greater, than the demand for the local service.

While we have held uniformly that we would not interfere with these trains, where they are operated within reasonable limits, yet we have also uniformly held that in case the people along the different lines of railway throughout the state were not receiving adequate and reasonably fair passenger service, or such service as towns of about the same number of inhabitants and of other business advantages were receiving upon the same line of railway, that this board would make such order or orders as the circumstances might require, in order to give the public such local passenger service as they might be entitled to in the premises.

We find in this case that the Chicago, St. Paul, Minneapolis & Omaha Railway company have voluntarily extended the privilege of signaling these fast through trains, known as Nos. 1 and 2, to other towns of about the same number of inhabitants and enjoying no greater business advantages, along this line of railway.

In view of the circumstances and conditions in this case, we have arrived at the opinion that the following order should be made therein:

That the Chicago, St. Paul, Minneapolis & Omaha Railway company stop, upon signal, its fast through night trains, known as Nos. 1 and 2, at the station of Hooper, for the purpose of receiving passengers; also stop said trains when passengers desire to leave the same at such station.

This order to take effect on and after the 1st day of January, 1897, with the right and privilege of the railway company, at any time after this order has been in force for more than thirty days, to have the same modified and changed, if the circumstances should require it.

Des Moines, Iowa, November 19, 1896.

No. 1679—1896.

CHICAGO, MILWAUKEE & ST. PAUL RAIL- WAY COMPANY AND CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.	} <i>Interlocking switch at Seymour—Petition for approval.</i>
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In the matter of approval of an interlocking switch system or safety device at grade crossing of Chicago, Milwaukee & St. Paul and Chicago, Rock Island & Pacific railways at Seymour, Iowa.

Be it remembered, that the board of railroad commissioners of the state of Iowa on the 16th day of December, 1896, inspected and examined an interlocking switch system or safety device equipped and to be operated jointly by the Chicago, Rock Island & Pacific Railway company and the Chicago, Milwaukee & St. Paul Railway company, at or near Seymour station, in the county of Wayne and state of Iowa, and at a point where each of said railways crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossing without stopping, and the board of railroad commissioners of the state of Iowa hereby approves the equipment of such interlocking switch system or safety device as aforesaid.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa, and the secretary thereof, at the city of Des Moines, state of Iowa, this 16th day of December, A. D. 1896.

Attest:

WILLIAM W. AINSWORTH,
Secretary.

CHARLES L. DAVIDSON,
Acting Chairman.
EDWARD A. DAWSON.

No. 1680—1896.

CHICAGO & NORTH-WESTERN RAILWAY }
COMPANY AND CHICAGO, ROCK ISLAND } *Interlocking switch at Grand Junction*
& PACIFIC RAILWAY COMPANY. } *—Petition for approval.*

In the matter of approval of an interlocking switch system or safety device at grade crossing of Chicago & North-Western and Chicago, Rock Island & Pacific railways at Grand Junction, Iowa.

Be it remembered, that the board of railroad commissioners on the 18th day of December, 1896, inspected and examined an interlocking switch system or safety device equipped and to be operated jointly by the Chicago & North-Western Railway company and the Chicago, Rock Island & Pacific Railway company, at or near Grand Junction station in the county of Greene and state of Iowa, and at a point where each of said railways crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossing without stopping, and the board of railroad commissioners of the state of Iowa hereby approve the equipment of such interlocking switch system or safety device as aforesaid.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa and the secretary thereof, at the city of Des Moines, state of Iowa, this 18th day of December, A. D. 1896.

Attest:

WILLIAM W. AINSWORTH,
Secretary.

CHARLES L. DAVIDSON,
Acting Chairman.
EDWARD A. DAWSON.

No. 1681—1896.

CHICAGO & NORTH-WESTERN RAILWAY }
COMPANY AND CHICAGO, ROCK ISLAND } *Interlocking switch at Carnforth—Peti-*
& PACIFIC RAILWAY COMPANY. } *tion for approval.*

In the matter of approval of an interlocking switch system or safety device at grade crossing of Chicago & North-Western and Chicago, Rock Island & Pacific railways, at Carnforth, Iowa.

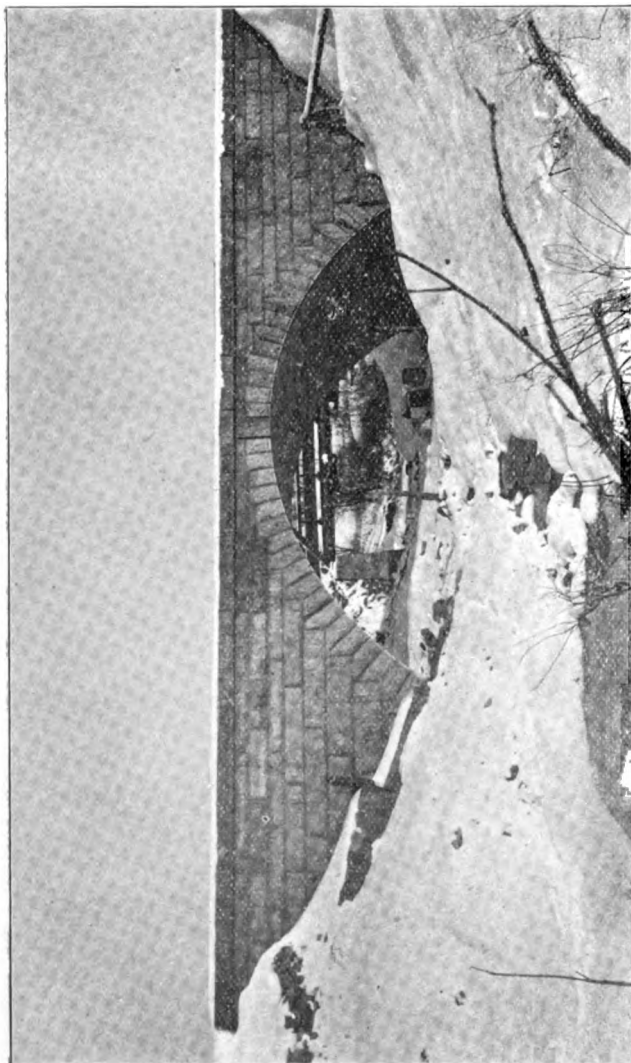
Be it remembered, that the board of railroad commissioners, on the 29th day of December, 1896, inspected and examined an interlocking switch system or safety device equipped and to be operated jointly by the Chicago & North-Western Railway company and the Chicago, Rock Island & Pacific Railway company, at or near Carnforth station, in the county of Poweshiek and state of Iowa, and at a point where each of said railways crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossing without stopping, and the board of railroad commissioners of the state of Iowa hereby approves the equipment of such interlocking switch system or safety device as aforesaid.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa, and the secretary thereof, at the city of Des Moines, state of Iowa, this 30th day of December, A. D. 1896.

Attest:

WILLIAM W. AINSWORTH,
Secretary.

CHARLES L. DAVIDSON,
EDWARD A. DAWSON,
Commissioners.



**BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.
38-foot arch near Rockfalls, Iowa.**

No. 1682—1896.

JOHN P. SUNDE, AND OTHERS, MCCALLS-
BURG,

v.

THE IOWA CENTRAL RAILWAY CO.

*Insufficient train service on branch
line.*

Petition filed February 26, 1896.

DECISION OF COMMISSIONERS.

On February 26, 1896, there was filed with the board of railroad commissioners a complaint signed by John P. Sunde, and six others, of McCallsburg, Story county, Iowa, stating that "being much discommoded from lack of proper connection in the railway service on the Story City branch of the Iowa Central, we appeal to you that connections be made. The daily train leaves Marshalltown thirty-two minutes before the mail-carrying train on the Chicago & North-Western railroad arrives from the east and it leaves Story City (schedule time), although it is usually behind time, but a few minutes before the Des Moines train arrives. On this account mail and express from the east, also from Des Moines, is delayed one day. We do not complain over that but one train, and that mixed, runs over the road each day, but at the great inconvenience to business caused by lack of the connection mentioned and which by proper effort we believe can and should be corrected."

A copy of this petition was sent to Mr. L. M. Martin, general manager of the Iowa Central Railway company, and further correspondence ensuing, the commissioners visited McCallsburg on Wednesday, September 23, 1896, and there met with the complainants and others and the railway officials.

The situation is, that this Story City branch is an unfinished projected line from Marshalltown northwest, of which thirty-nine miles is graded, tied and ironed. It is owned by, and operated as a feeder for, the Iowa Central railroad and a large share of the traffic gathered goes east over that line, by way of Peoria. Another large portion of a special kind of traffic finds a market in Chicago and is sent east from Marshalltown over the Chicago & North-Western railway by limited freight. All trains on this branch are mixed passenger and freight and the switching is done at the several stations by the train crew and engine.

The train on this branch leaves Marshalltown at 6:25 A. M. and is due to reach Story City at 9:20 A. M. Returning leaves Story City at 9:50 or as soon thereafter as it can after doing the terminal and other necessary switching, and is due to arrive at Marshalltown at 1:40 P. M., but it is usually later than this.

Another train is run on Fridays, leaving Story City at 7:35 A. M., and reaching Marshalltown at 9:20 A. M. Returning, leaves Marshalltown at 3 P. M. and reaching Story City at 5 P. M.

The main line through freight train to the east on the Iowa Central railway leaves Marshalltown at 2:40 P. M., and the fast freight train going east over the Chicago & North-Western railway leaves Marshalltown at 3:10 P. M. It is of vital importance that the branch line trains connect with these two main line fast freight trains.

The live stock and dairy product business from this branch of road are the heaviest interests which require special dispatch in their movement. It appears also that it is the custom of shippers of these and other products to load after the arrival of the train at the station.

The time necessary to be used in this way at stations, and the importance attached by all parties to making the connections at Marshalltown with the two limited freight trains named, makes it impossible in the opinion of the commissioners, at this time to afford any relief to the petitioners.

Des Moines, Iowa, December 21, 1896.

No. 1683—1896.

J. K. EWING AND OTHERS, SHANNON CITY,

v.

CHICAGO GREAT WESTERN RAILWAY CO.

Train service—Stopping fast train.

Petition filed June 5, 1896.

DECISION OF COMMISSIONERS.

On the 5th day of June, 1896, there was filed in this office by Mr. J. K. Ewing and twenty-nine other residents of the town of Shannon City, Iowa, a petition in writing asking that the Chicago Great Western Railway company be compelled and obliged to stop its south-bound passenger train, known as No. 1, at Shannon City. This train is being operated by the railway company as a fast through train between Chicago and Kansas City and other intermediate cities and towns along its line of railway. The town of Shannon City is an active, enterprising and prosperous town of about 400 inhabitants; it is situated upon no other line of railway. It is claimed by the petitioners that this train is one that is principally used by people living in and about Shannon City in going to and returning from the county seat, which is located on the Chicago, Burlington & Quincy railroad, about — miles from Shannon City, as well as other places. We find, as a matter of fact, that the way the trains are now being operated upon the line of the Chicago Great Western railway and that of the Chicago, Burlington & Quincy, that this train is one that would accommodate those desiring to go to and from the county seat, and to that extent, if it does not stop at this station, would greatly discommode those desiring to use it for that purpose.

We have repeatedly held that unless peculiar conditions existed, or in case the railway company, by its refusal to stop its through trains at towns of the population of Shannon City or similar thereto, was not guilty of discrimination, this board would not interfere or make any order whereby the public traveling on through trains would be deprived of reasonably fair and adequate passenger service. There seems to be at this time, and for some considerable time prior thereto, an urgent and increasing demand by the public for rapid and safe passenger transit over and along the trunk lines of railway operated through this state, and the railway companies, in order to meet this urgent demand, have expended large sums of money in providing for the most approved equipment of their rolling stock, as well as the safe and permanent construction of their roadbeds and maintenance thereof, and it is the opinion of this board that it would be a great hardship and injustice both to the traveling public and the railway companies to deprive them of the benefits and advantages of these fast through trains, in view of the large expenditures which they are obliged to make in order to safely operate them and to satisfy the public demand therefor.

We find, as a matter of fact however, in this case, that the railway company voluntarily, and without being required so to do by order of this board, is now daily stopping this train for the accommodation of the people of the town of

Maloy of about 250 or 300 inhabitants, situated about twenty miles from Shannon City. In passing upon this question we cannot overlook this important fact in reaching a conclusion in this case. The laws of this state are so enacted that all acts of discrimination on the part of railway companies toward the public are strictly forbidden and prohibited. No reason, for instance, is given why the people of Maloy should enjoy the advantages and benefits of this fast through train and the people and patrons of Shannon City be deprived thereof, and the board, in view of all the facts and circumstances connected with this case have reached the following conclusion:

That an order should be made herein that the Chicago Great Western Railway company stop its south bound passenger train known as No. 1 at Shannon City, Iowa, for the accommodation of such passengers as, with their baggage, may desire to be carried by said train; this order to take effect on and after the 15th day of January, 1897.

The railway company, however, shall have the right to apply to this board for a modification or rescission of this order upon a proper showing that the conditions now existing have materially changed.

Des Moines, Iowa, December 30, 1896.

No. 1684—1896.

J. K. EWING AND OTHERS, SHANNON CITY, }

v. }

CHICAGO GREAT WESTERN RAILWAY CO. }

Access to depot and condition of stock yards.

Complaint filed June 26, 1896.

DECISION OF COMMISSIONERS.

Complaint was made to this board by a large number of residents of Shannon City, in which they asked for the establishment of an adequate crossing to the depot of the Chicago Great Western Railway company by the extension of the west half of the main street of Shannon City across the right of way of said railway, and also complaining that the stock yards at that place were unfit for use; that water was permitted to remain therein, and that the same was detrimental to the health of the inhabitants living in and about the locality of such stock yards. The matter was taken up by the board with the railway company, and as no agreement was reached satisfactory to the people of Shannon City, the board, on the 8th day of October, 1896, visited Shannon City to investigate the cause of the complaint, and also made a thorough examination and inspection of the stock yards and the extension of the street asked for. The railway company at this meeting was represented by Superintendent B. F. Egan and Division Freight Agent T. N. Hooper, and Mr. J. K. Ewing, mayor, and others, represented the people of Shannon City. The board found at this time that the north section of the stock yards was in an unwholesome and bad condition; that water covers nearly the whole surface thereof. This may have been increased by heavy rainfalls, but a well is located in this section of the stock yards which overflows to quite an extent, and undoubtedly is the principal cause of the condition in which this section of the stock yards was found by the commissioners. From statements made to, and the examinations made by, the commissioners, there is no doubt but that the railway company have made a reasonable effort to better the condition of these yards, and, with the exception of the

north section, they have done so to quite an extent. The stock yards, however, are located upon what might be termed wet, low and springy land, and the remaining part of these yards need a great deal of filling with good, substantial material, in order that they may be greatly improved and put in a reasonably good condition for safely and conveniently handling live stock at this station.

Concerning the other ground of complaint, in regard to the extension of the main street over and across the railway company's right of way, the board is of the opinion that it has no authority or power to require the railway company to open or extend this street across its right of way. The laws of this state place that power in another body, over which this board has no control. The side-tracks of the railway company are located between its depot building and the main part of the business portion of the town, which is unfortunate both for the railway company and those who have business with it at this station, and we are of the opinion that the railway company should, if it has not already done so, provide reasonable and safe means by which the people can go to and from its station, and transact, safely and conveniently, the necessary business that they may have in and upon its depot grounds. While at Shannon City the officials of the railway company expressed a willingness to do this. They also stated that the north section of the stock yards would be removed, and the remaining part put in reasonably good condition for the use of shippers. In case this has not been done, this board will make such necessary orders as it may deem proper and just in the premises upon its attention being called to the fact.

Des Moines, Iowa, December 31, 1896.

No. 1685—1896.

J. W. DENISON, CLARION,

v.

} *Farm crossing.*

MASON CITY & FORT DODGE RAILROAD CO. }

Complaint filed August 19, 1896.

DECISION OF COMMISSIONERS.

Complainant herein, J. W. Denison, during the month of August, 1896, by written communication to the board of railroad commissioners, requested them to order the Mason City & Fort Dodge Railroad company to replace and repair a private grade crossing situated on the company's right of way and connecting complainant's two tracts of land, his dwelling house being situated upon one and the other being immediately across the railway. Considerable correspondence passed between this board and the railway company and the complainant, all of which is now on file in this office. It is claimed by the railway company that on account of another grade crossing at a different point on complainant's land the company is not obliged at this time to construct and maintain the grade crossing in question. On December 11, 1896, this board, at Clarion, made a full investigation and inspection of the premises and gave Mr. Denison and the railway company each an opportunity to present their respective claims in regard to this crossing. Mr. Denison personally presented what he claimed in regard to this matter and the railroad company was represented by Mr. E. S. Hitchins, its superintendent. The board finds the facts to be about as follows: That Mr. Denison is the owner of 160 acres of agricultural land, upon which he keeps

horses and cattle, which necessarily have to be driven across the different railway tracks extending through his farm, a part of which is located within the incorporated limits of the town of Clarion, all of which, however, is in one body, except as it may be separated by the Mason City & Fort Dodge and the Burlington, Cedar Rapids & Northern railways. The first named railway is located nearly at right angles across the whole of complainant's land, running in a northerly direction and near the house and barn of complainant, while the Burlington, Cedar Rapids & Northern Railway company's line extends westerly across the whole of complainant's land, thereby dividing his farm into nearly four equal parts; the dwelling house and a considerable portion of said farm, and the crossing in question, are within the incorporated limits of the town of Clarion.

We find that across the line of the Mason City & Fort Dodge company, on the south side of the Burlington, Cedar Rapids & Northern railway, complainant has a grade crossing, with gates, sufficient for the purpose of permitting live stock and loaded wagons to pass over the same. We also find that complainant owns land on each side of said railway at this point.

We find, among other things, in this case, that at the point where the complainant demands a grade crossing, that for a number of years prior to this time a grade crossing was constructed and maintained by said railroad company; that immediately east thereof an underground crossing for the use of live stock was also maintained by the railroad company; that the same is now in use except in seasons when water and ice accumulate and collect therein, at which time such underground crossing is not adequate for the use of live stock in going to and from the fields on each side of said railway. We also find that the claim for this crossing in question on the part of complainant is based upon an alleged contract made between himself and the railway company whereby this crossing was to be made and maintained. No formal evidence, however, was submitted to either sustain or assail this claim.

We have reached the conclusion that if the complainant bases his claim upon an alleged contract between himself and the railway company in relation to this crossing or any other upon his land, this board would not have the power or authority to make any order in relation thereto that would be of any force or legal effect. It would seem from a careful reading of the law that matters involving questions of this kind would be within the exclusive jurisdiction of the courts. It will be observed that the board of railroad commissioners cannot enforce its own orders in matters of this kind, but is obliged to resort to the courts when its orders are not complied with. If it cannot enforce its own orders, surely it cannot be consistently maintained that it would have the power to enforce contracts where one party claimed that the terms and conditions thereof were violated.

However, if complainant herein should seek the aid of this commission in regard to this crossing or any other upon his land, basing his claim upon the statutory right for crossings upon his farm, the matter may be brought to the attention of this board and a hearing had therein, but under the present condition of this case, we are of the opinion that it should be dismissed, for the reasons herein stated.

Des Moines, Iowa, December 31, 1896.

CASES CLOSED BY CORRESPONDENCE.

CASES CLOSED BY CORRESPONDENCE.

C. 1686—1896.

L. MITCHELL, BLAIRSBURG,

v.

ILLINOIS CENTRAL RAILROAD.

} *Overflow.*

June 10, 1895, Mr. L. Mitchell, of Blairsburg, addressed the following communication to the board:

DEAR SIR—I have a grievance against the Illinois Central Railroad company, which I wish to present to you for your consideration, as follows: I have some land adjoining their right of way here that I wish to tile, and want them to give me an outlet across their road or along the track to a lower place, where they have in a large sewer. Have asked them to give me an outlet, but they do not give me any satisfaction. Please write me what you can do for me.

A copy of this complaint was forwarded to Mr. J. T. Harahan, vice-president of respondent company, and his attention and reply requested. Failing to answer, his attention was again called to it on July 9th, and in reply he says:

DEAR SIR—Referring to your favor of the 19th ult., concerning complaint of Mr. L. Mitchell, of Blairsburg, I have had this matter looked into, and find Mr. Mitchell owns a farm which is entirely on the north side of our right of way near Blairsburg. There is a public highway on the south side of our right of way. We have an iron pipe under our track at a point about 300 feet west of where his tiling would strike our right of way. He has asked us to dig a ditch, or lay tiling, on our right of way from the point where his tiling will reach it to the iron pipe mentioned above.

While there is no reason why he should not lay this tiling or dig a ditch on his own land to the point desired, we have no objections to his doing so on our right of way, under the supervision of our roadmaster, at his own expense.

Yours truly,

J. T. HARAHAH,
Second Vice-President.

Copy of Mr. Harahan's reply was forwarded to Mr. Mitchell and under date of July 12th he says:

Hon. W. W. Atsaworth, Secretary, Des Moines, Iowa:

DEAR SIR—Yours of the 11th inst. received, together with copy of a letter from J. T. Harahan, second vice-president Illinois Central Railroad company. He seems to think that I could tile through to where they have a sewer across the track. I think they are as able to tile their road as I am. The natural outlet is across their right of way, but they can tile down to where they have a sewer cheaper than to put in a sewer across the track. I have an open ditch to the right of way of railroad company where they have in a sewer across the railroad track and want them to open it across the right of way. The railroad company has so much red tape about such business that it costs as much to get ready to do it as it would cost to do the work in the first place. I do not think there is any law that will give them the right to block the natural course of water.

I shall expect them to open up or I will know the reason why and that pretty soon, too, as I have had my tile on the ground since early this spring and have waited about long enough on them. I understand it is the duty of the state railroad commissioners to see to such matters and would like to have them attend to it at once.

Yours truly,

L. MITCHELL.

In response to a copy of the above sent Mr. Harahan, he wires: "Your letter of 29th received. Papers in the complaint of L. Mitchell were sent to our superintendent at Dubuque with instructions to go to Blairsburg and investigate matters on the ground. He has been unable to do so until this morning, but will now report promptly.

Presumably as the result of the superintendent's investigation the following was received:

CHICAGO, August 2, 1895.

Hon. W. W. Atwater, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of 13th ult., concerning complaint of Mr. L. Mitchell, of Blairsburg, Superintendent Harriman met Mr. Mitchell at Blairsburg on the 31st ult., and went over the ground with him.

The situation is about as shown on the attached sketch. Mr. Mitchell claims that the natural waterway crosses our track at the point marked "A." We have a small wooden box culvert under our track at this point, which is located at the natural surface of the ground. This box culvert does not drain the slough marked "B," for the reason that the slough is lower than the surface of the ground adjoining our track on the north or south.

You will note we have a large iron pipe under our tracks 300 feet south of the slough marked "B," and we advised in our letter of 9th ult., that while there was no reason why Mr. Mitchell should not lay tiling, or dig a ditch on his own land to a point opposite this pipe, we had no objections to his doing so on our right of way, under the supervision of our roadmaster, at his own expense. We would, of course, ask him to sign the usual contract covering this privilege.

Superintendent Harriman told Mr. Mitchell while on the ground on the 31st ult., that this company could not lay the tiling or open the ditch from "O" to "D," and Mr. Mitchell said he would stop his tile on our north right of way line, and let the water empty on our right of way. The box culvert "A" will take care of the water when it rises to the level of the ground adjoining our tracks.

As stated in my letter of 9th ult. Mr. Mitchell's farm is located entirely on the north side of our right of way, and there is a public highway on the south side of the right of way.

We have treated him fairly and done all we can for him in this matter.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

The "sketch" was filed as represented, showing points noted. Copy of Mr. Harahan's statement was forwarded Mr. Mitchell, asking "if the case may now be closed." Under date of September 29th, Mr. Mitchell asks that one or more members of the commission visit the locality and make personal investigation, and in response to this request, October 8th was fixed as the day when the examination would be made.

Agreeable to appointment, a member of the commission met Superintendent Harriman and Mr. Mitchell on the ground for conference, and as the result it was supposed the trouble was amicably adjusted and that the drainage would be completed, but on January 4, 1896, Mr. Mitchell again addressed the board, intimating that while he had fulfilled his part of the agreement in good faith, the other parties to the contract had not been heard from by either word or deed. To this further complaint of Mr. Mitchell, this reply was sent:

DEAR SIR—In further reply to yours of the 4th inst., I directed to say that the attention of Superintendent Harriman, of the Illinois Central railroad, has been called to the agreement you name as having been made with him, and we trust the company will comply with the terms of that agreement as early as the condition of the ground will permit.

Also that the opinion of the commissioner who examined the site complained of, is that when your drain is completed it will abundantly take care of the surplus water at that point. If it does not do so, this board will willingly extend any aid in its power to secure necessary relief on the part of the railway company.

Very respectfully yours,
By order of the board.

W. W. AINSWORTH,
Secretary.

Superintendent Harriman was addressed as follows on the matter:

Please note yours of October 28, 1905, to Commissioner Davidson in reference to the matter of crossing for Mr. L. Mitchell of Blairsburg, Iowa. In this connection, please find enclosed copy of communication received recently from Mr. Mitchell, to which your further attention and reply are respectfully requested.

In reply, under date of February 1st, Mr. Harriman says:

I have yours of the 29th. advising that Mr. Mitchell of Blairsburg complained that the ground from the end of his ditch has not been properly opened to get an outlet to the iron pipe under our track just east of Blairsburg.

At the time I met Major Davidson with Mr. Mitchell I agreed to have this work done, and immediately instructed the roadmaster to see that it was done. As I heard nothing further from it, I presumed the work had been finished satisfactorily to Mr. Mitchell.

I will arrange to have it attended to at once so as to avoid any further complaint to your honorable body. The question of the tilling was settled satisfactorily, I think, to all concerned at the time of the meeting.

Under date of February 18th Superintendent Harriman files a copy of Mr. Mitchell's letter, saying "I am satisfied with the work done in opening the waterway across the right of way," which may be considered as closing the case.

C. 1687—1896.

J. H. FUNK, IOWA FALLS,

v.

} *Dangerous and dark street crossing.*

ILLINOIS CENTRAL RAILROAD COMPANY.

Complaint filed March 22, 1895.

On March 22, 1895, Mr. J. H. Funk, of Iowa Falls, addressed the following letter to the commission:

IOWA FALLS, IOWA, March 21, 1895.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—On behalf of a number of our citizens I write you in regard to a crossing of the Illinois Central railroad in this city. Our town is divided by the Illinois Central railroad into east and west Iowa Falls. Owing to the topography of the land on which it is built, there is but one street uniting the two divisions. Along this street is an almost constant stream of travel. Aside from the fact that this is the only gateway for the admittance of all coming from the eastward to our city, is the further fact that the children from East Iowa Falls have to cross the tracks of this road four times a day going to and from school. At the particular point where this street crosses said road they have all their switches, and owing to the arrangement of their running time, trains meet here morning and noon just at the time when children are passing to and from school. From 12:30 to 1:30 P. M. there are three trains in here at one time, switching to and fro on different tracks, to the great danger of all passers, whether with teams or on foot.

Aside from this there is no light kept at this crossing whereby those crossing at night may be enabled to see trains upon the various tracks, thus the darkness multiplying the danger many fold.

What we ask is this: First, and most important, is that they be compelled to put in and maintain a light at this crossing.

Second, that they be compelled to place a watchman or gate at this crossing for the safety of the public. Respectfully,

J. H. FUNK.

The complaint was on the same date forwarded to Mr. J. T. Harahan, second vice-president of the Illinois Central Railroad company, for attention and answer. On April 19, 1895, the board received the following answer of the company:

CHICAGO, April 16, 1895.

Hon. W. W. Attnsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of the 22d ult., concerning the complaint of Mr. J. H. Funk, of Iowa Falls, in regard to crossing in that city, I have had this matter carefully investigated and find that the point mentioned by Mr. Funk is not a particularly dangerous one. There are only a few residences in what is known as East Iowa Falls. There is a schoolhouse there which is attended by children living in that part of the city; this building is east of our line, so that the children do not have to cross the tracks in going to and from school; but few trains run through Iowa Falls, on our line, and none of them except our train No. 93 does any great amount of switching at that point.

Train No. 62 passes at 7:05 A. M., meets no other train at Iowa Falls, and does no switching except occasionally to pick up a car of stock.

Train No. 52 goes east at 8:45 A. M., meets no other trains and does no switching.

Train No. 93 arrives at 11:40 A. M., and departs at 12:15 P. M., on arrival of train No. 94.

Train No. 3 arrives at 12:50 P. M., and stops twenty minutes for dinner.

Train No. 94 arrives at 12:15 P. M., and leaves at 12:50 P. M.

There is only one night freight scheduled through Iowa Falls, and two night passenger trains. No. 71, the night freight, is frequently annulled.

While the view of the crossing from the south is somewhat obstructed by buildings, the local conditions are such that all trains are moved slowly, as engines take coal and water at Iowa Falls; in addition to which there is a railroad crossing just east of the road crossing, for which all trains have to stop.

As you will note above, only three trains pass through that station during the night—No. 1, at 1:09 A. M.; No. 2, at 1:45 A. M., and No. 71, arriving at 11:55 P. M. and leaving at 12:25 A. M.—and as the latter train is often abandoned, Mr. Funk's request that a light be maintained at the crossing seems to be unreasonable.

I am satisfied that if the commission will investigate the matter they will see that the light is not needed. In case the commission desires to do so, Superintendent Harriman will be pleased to meet them at Iowa Falls at any time. Yours truly,

J. T. HARAHAN,

Second Vice-President.

A copy of the foregoing was sent Mr. Funk, the same date as received.

Subsequently the date, May 29, 1895, was fixed upon for an inspection of the locality in question and a hearing of the parties at Iowa Falls. Due notice of such hearing was given, and the commissioners met there the complainant and other interested citizens of Iowa Falls, and Superintendent Harriman and Assistant General Superintendent Hartigan, of respondent company.

The board found that the crossing in question was much used by children going to school, the primary for that part of town being on one side of the railroad tracks and the buildings for the advanced grades being on the other side, and that several trains were scheduled to pass that crossing at about the noon hour, oftentimes much switching being done by these trains at that point.

On March 5, 1896, the following letter was addressed Mr. F. B. Harriman by the chairman of the board:

DEAR SIR—When in company with the other members of the board of commissioners I met you at Iowa Falls on May 29, 1895, and you will recall the conversation we had with Mr. Funk and other citizens in regard to the trouble of a dangerous and dark crossing. The supposition was that the proposition you made of guarding the crossing at all times when trains were in the yard and paying half of the expense of maintaining the arc light then on the street corner near your tracks, provided it was moved so as to light your right of way in what the complainants consider the dangerous part, would adjust the matter.

Representative Funk informs me to-day that the city could not permit the light to be removed from the street crossing but that the guarding part of the contract was entirely satisfactory. He claims the crossing is unsafe by reason of the darkness and asks that you sup-

ply the needed light, all of which is respectfully submitted for your consideration, because you were the party with us on the ground when the examination was made.

Truly yours,

GEO. W. PERKINS,
Chairman.

After some further correspondence had been had, Mr. F. B. Harriman, superintendent, wrote the commission under date of May 22, 1896, as follows:

I beg to advise that the city council has agreed to put up an arc light immediately over the crossing referred to in the complaint of Mr. Funk; this company to pay one-half of the expense of same; light to be put up promptly. I hope this will be satisfactory, as it is the agreement which was made with Mr. Funk at the time your commission was on the ground over a year ago.

On June 4th and July 28, 1896, Mr. Funk was requested to advise the commissioners whether the matter was now adjusted to the satisfaction of complainants, and on July 31, 1896, the following was received from him:

"After long delay and many promises the light at crossing has been put in as agreed. Extend the board the thanks of the citizens of this town for their action in this case."

The case is closed.

Des Moines, July 31, 1896.

C. 1688—1896.

W. S. BROWN, MANSON,

v.

ILLINOIS CENTRAL RAILROAD COMPANY.

} *Overcharge—Minimum weight marked capacity of car.*

The following communication was received at the office September 7, 1895:

MANSON, Iowa, September 6, 1895.

Railroad Commissioners, Des Moines, Iowa:

HONORABLE GENTLEMEN—For about seven years I have been in business in this place, and until this season I never have had to pay freight on full marked capacity of cars. Let me explain. A car of nut coal was shipped me containing fourteen tons, which was all that could be piled on the car, some falling off as it was, but the capacity of car was 30,000, on which I had to pay freight. Am I to blame because their cars will not hold as much as the marked capacity? And can they make a person pay for what they do not haul? To-day I paid freight on a car of lump coal which was loaded in a stock car with a marked capacity of 56,000 pounds. There was only 50,000 pounds in car, still they made me pay for three tons more. They probably shipped in stock car because coal cars could not be furnished. Am I to blame for this? If all the rights that a shipper has got is to be robbed in this manner, I should be pleased to learn it.

Will you kindly give me enlightenment on the subject, and oblige one who feels that he is being systematically robbed by the Illinois Central Railroad company.

Very respectfully,

W. S. BROWN.

In answer to Mr. Brown's inquiry the following reply was directed, as covering somewhat the questions at issue;

DEAR SIR—Yours of the 6th inst. has been received and submitted to the commissioners. I am directed to say in reply that the rule adopted by the board as to maximum and minimum weights of carload freight is as follows:

"5. Carload freight will be rated and charged according to the current rules governing maximum and minimum weights of carloads as authorized by the companies governed by this classification, but in no case, unless specially provided for in the classification, will a carload be considered less than 20,000 pounds."

This presupposes, of course, that the railway companies will adopt a reasonable rule and one that will be of practical use.

If in fact they mark upon a car figures indicating a greater carrying capacity than actually exists, they should not collect freight on any amount beyond the actual capacity of the car. Of course a stock car would be marked in view of the kind of freight it was built to carry, and so would other cars built for any special kind of freight, but if a railway company could not furnish the proper car for any particular freight and did furnish other cars in their place not specially adapted to the particular shipment, and the shipper did not waive any of his rights in consideration of being allowed or requested to use such a car, it would seem that the carrier could not rightfully charge for freight carried beyond the actual capacity of the car for the kind of freight actually carried.

Under date of September 25th, Mr. Brown submits for answer:

DEAR SIR—Yours of the 11th inst., in reply to mine of the 6th, at hand and noted. I take it from that letter that I do not have to pay freight on more coal than the railroad company hauls.

I enclose freight bill on car No 41, which contained 32,000 pounds, and was loaded full, still they charge me freight on the full capacity of the car, *i. e.*, 36,000 pounds, and I had to pay same. * * *

A coal dealer of this place was having the same trouble as I am having up to a short time ago, when the parties who ship him his coal joined the weighing association, and now * * * tells me that he gets cars loaded lighter than the capacity of the car and never has to pay for more than is on, simply because his company are members of the weighing association. Is this a fair deal? I wish this matter taken up with the railroad companies and a change made; also a rebate for past overcharges.

Yours respectfully,

W. S. BROWN.

COPY OF EXPENSE BILL.

September 23, 189 .

W. S. Brown, To the Illinois Central Railroad Company, Dr.

Pro. No. 300, W. B. No. 63. Date, September 17. For freight and advances from Carbon. Car number and initial, 41; net coal, weight, 33,000; rate, 46; freight \$3.28, advances, \$7.20; total, \$15.48.

Received payment for the company,

T. B. LEMOIN.

On September 27th Mr. J. T. Harahan was furnished copies of Mr. Brown's complaint and the answer of the commissioners thereto, and requested to make early reply, to which, October 5th, Mr. Harahan says: "I will have the matter investigated and write you later in regard to it." November 7th Mr. Harahan was again asked to reply, and November 11th the following was received:

CHICAGO, ILL., November 9, 1895.

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of the 7th inst., concerning complaint of Mr. W. S. Brown, of Manson, as to alleged overcharge made by this company on shipments of coal received by him.

One of the cars mentioned by Mr. Brown was Mason City & Ft. Dodge No. 41, billed to us by that line at 32,000 pounds. They afterwards advised us that the capacity of the car was 36,000 pounds, and the agent at Manson corrected billing from 32,000 to 36,000 pounds, in accordance with instructions contained in copies of circulars attached, relating to minimum rates on soft coal.

As to the car billed at 56,000 pounds, this was one of our thirty-ton cars, the minimum weight on lump coal being 56,000 pounds. While a shipper may only load 50,000 pounds in the car, it has been demonstrated that there is no difficulty in loading 56,000 pounds in such car and the car was therefore billed at that weight, in accordance with the rules. When we know that a car will hold a certain amount of coal, we charge for that amount as a minimum. If it holds more than that amount, we charge for the actual weight. These are the rules in force, and are in accord with the answer you made to Mr. Brown under date of September 11th.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

Mr. Brown was immediately furnished a copy of the above reply, to which he says:

MANSION, Iowa, November 30, 1895.

W. W. Ainsworth, Esq., Des Moines, Iowa:

DEAR SIR—Under date of September 11th you wrote me "that the carrier could not rightfully charge for freight carried beyond the actual capacity of the car for the kind of freight actually carried."

Car No. 193 is a coal car with a marked capacity of 50,000 pounds. November 28th the Corey Coal company, of Lehigh, sent me this car loaded with lump coal and charged me for twenty-five tons. To-day, when I went to pay freight on same they had me charged up with 54,000 pounds. I have refused to pay the freight on 54,000 pounds, but tendered them the pay on 50,000 and they refused it.

Kindly advise me as to whether I must pay freight on the 54,000 pounds, when it is a 50,000 pound car and I am only paying for 50,000 pounds of coal.

The railroad agent here says all he can do is to collect on 54,000 pounds and advised me to write you about it. I commenced unloading the car before I knew it was this way, so I have accepted the car, but did so thinking the freight would be on 50,000 pounds.

Very respectfully,

W. S. BROWN.

December 12th Mr. Brown was addressed as follows:

DEAR SIR—Referring to yours of November 30th, which was before the commissioners at their meeting this week, I am directed to inquire as to whether you can give them the actual weight of the coal hauled. If you can do so, will you kindly forward at an early convenience.

In reply Mr. Brown says:

MANSION, Iowa, December 14, 1895.

Railroad Commissioners, Des Moines, Iowa:

HONORABLE GENTLEMEN—Yours of the 12th at hand; in reply: Car No. 193, of which I wrote, was a 50,000 pound car and I again tendered the railroad agent the money for freight on 50,000 pounds and he this time said he would take it, so as to balance his November account, and would stand the extra freight himself rather than have any trouble. This sounds like a fish story to me. I am of the opinion that it is just a bluff game they are working on me here, or he would not have settled when I told him I had heard from you.

I wrote the coal company about the matter at same time I wrote you and they reply as follows: "There was no car loaded above capacity, so make it warm for them." This is all I can tell about the actual amount of coal on car. This car is settled, but they will undoubtedly try the same again, and I want a decision, please.

Yours,

W. S. BROWN.

Before the former letter was answered Mr. Brown filed the following, which, coupled with the complaint, is an inquiry in regard to duties of commission, etc.

MANSION, Iowa, December 27, 1895.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I have written you so often this season for help that I presume you think this is another prayer to you for relief from the robbery of the railroad company, but it is not. I have surrendered to them fully and will undoubtedly be treated in the same way in the future as I have in the past so long as I do business on the road with no competing railroad company. All I care to ask is, what are the duties of railroad commissioners? I have fully stated before to you how the company was all the time charging me more than the capacity of the car and more than was put on the car. December 12th a car of coal came in on a 50,000 pounds capacity car and the coal company charged me for 50,000 pounds of coal, still the railroad company charged me for 54,000 pounds. To-day a 30,000 pound car came in and they charged me fifteen tons, 300 pounds. That is the way they rob me. I get no satisfaction from you. Why? Do you make a practice of doing nothing against the railroad companies?

Yours,

W. S. BROWN.

But it still failed to give answer to the main feature of the complaint, just when and how much he was short, and because of such failure the following was addressed Mr. Brown on December 31st:

DEAR SIR—Yours of December 27th has been received and submitted to the commissioners. I am directed in reply to say that if your cars of coal referred to as having been received December 12th and December 27th contained only 50,000 pounds and 30,000 pounds respectively and you were charged for 54,000 and 30,800 on same, you would, in the opinion of the commis-

sloners, have a just cause for complaint, and if you will file with the board the expense bills with affidavit as to the actual amount of coal received by you on said cars, the case will be taken up with the proper officials in the interest of securing an amicable adjustment.

In response to the above request Mr. Brown filed, on January 2d, the following statement and affidavit, which is in fact the first evidence in the case filed with the board:

MANSION, Iowa, January 1, 1896.

Honorable Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I herewith submit expense bills on twelve cars of coal, showing an overcharge of 23,350 pounds. In some cases it is impossible for me to state the exact weight of coal on car, but I have figured up thirty-seven cars and find I am short 21,846 pounds of coal, that is, that much less than the coal companies charged me for, so it is not probable that any cars over-run their shipping weight. The coal companies say they are not overloading any cars that are shipped to me. I enclose freight bill, which I wish returned, and claim bill for \$5.49.

If this matter is investigated you will find my claim is good. One other coal dealer here in Manson says he never has any trouble of this kind, as his coal company belongs to the weighing association. He told me that he received cars that were overloaded the capacity and marked less than the capacity, but came through as marked, because they had the weighing association stamp on the bill of lading. Nice thing!

Yours,

W. S. BROWN.

MANSION, Iowa, January 1, 1896.

I herewith present my sworn claim for rebate on account of overcharge on freight on following cars, as follows:

Car 31,216.....	\$.06
Car 17,415 .....	.05
Car 30,464.....	.13
Car 193.....	.57
Car 3,411.....	.05
Car 31,004.....	.18
Car 31,268.....	1.50
Car 33.....	1.84
Car 97.....	.92
Car 821.....	.19
Total amount.....	\$ 5.49

I herewith certify that the above statement is true and correct, as I verily believe.

W. S. BROWN.

STATE OF IOWA. } ss.
CALHOUN COUNTY. }

Sworn to and subscribed in my presence by W. S. Brown, this 1st day of January, 1896.

[Seal]

CHAS. E. BALL,

Notary Public.

Copy of this last was forwarded to Mr. Harahan, who says, on January 8th: "I will have this matter investigated and write you later in regard to it."

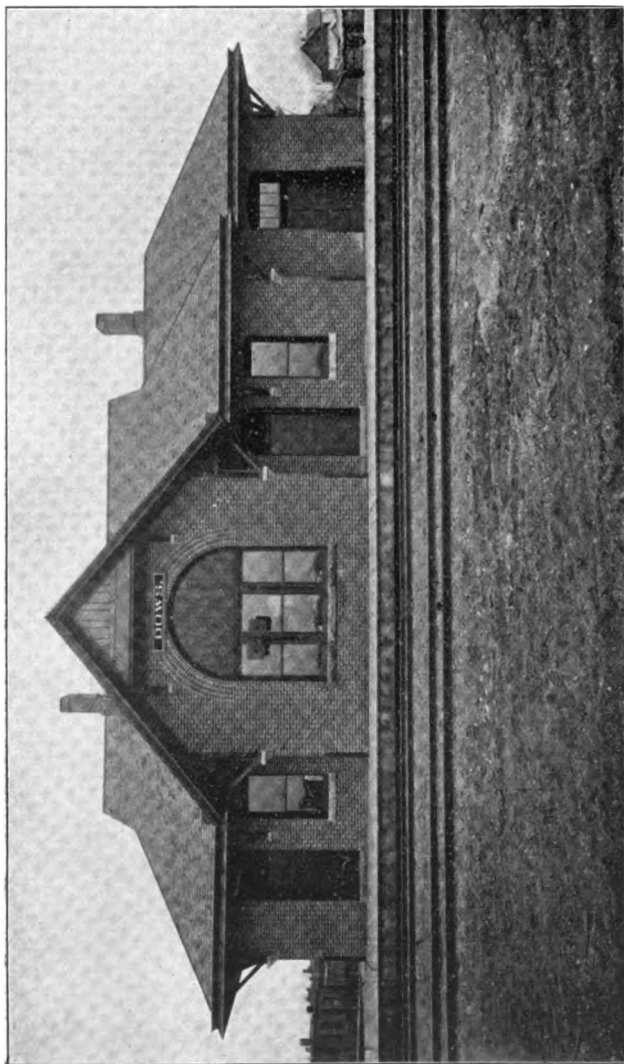
No reply having been received, Mr. Harahan was again requested to answer, and under date of February 10th he says:

"Referring to your favor of the 6th ult., in reference to claim of Mr. W. S. Brown, of Manson, for overcharge on coal, I have had this matter thoroughly investigated, and find that there has been carelessness displayed by our force at Fort Dodge in weighing coal. I have taken the matter up with our operating department in such a manner that I think we will have no further trouble on that account, and have also instructed the traffic manager to have a voucher made in Mr. Brown's favor for the total amount of overcharge, namely, \$5.49."

Following this Mr. Brown says, under date of February 20th:

"Please return me the expense bills I sent you some six weeks ago. The railroad officials want them. They have paid me on two cars, and say they will settle the rest satisfactory. Allow me to thank the board."

So, as it is to be presumed Mr. Brown has received the information he asked and the money he claimed, the case is closed.



BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.
Passenger Station, Dows, Iowa.

C. 1689—1896.

TRUMAN HALL, BEDFORD,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY CO., AND CHICAGO, BURLINGTON &
QUINCY RAILROAD CO.

} Overcharge on buggy.

September 25, 1895, Mr. Truman Hall, of Bedford, addressed the following communication to the board:

Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS—I enclose what I call a grievance in shape of freight on a buggy shipped from Parker, S. D., to Bedford, Iowa. The claim of the railroads is that the buggy was not properly crated. The buggy was crated by a wagonmaker who was supposed to know his business. I furnished the material and he put it in the crate. The body was crated in a solid crate that did not even draw a nail in shipping and wheels were all tied in a bundle together, and was received by Chicago, Milwaukee & St. Paul railway in apparent good order, and was to have been shipped at 60 cents a hundred. The rest of the goods were not changed from the cars they were shipped in, so far as I know. The buggy is a side bar, single, top buggy, with one seat and no pole, that should not be billed over 400 pounds. Please look into this matter and see if I am entitled to anything for overcharge.

The complaint was taken up with Mr. A. C. Bird, traffic manager of the Chicago, Milwaukee & St. Paul railway, requesting his attention, and the following was sent Mr. Hall as an explanation of the position of the board in such cases.

DEAR SIR—Yours of the 23d inst. in which you state that you were charged \$20.38 for shipment of top buggy, crated except the shafts, and the wheels tied, is at hand with expense bills as noted. While this case is interstate in character, a class of shipments over which this board can exercise no control, their authority being confined to shipments beginning and ending within the state of Iowa, yet it sometimes occurs in matters of this nature that an amicable adjustment is effected by correspondence with the company. With this end in view, copy of your communication has been laid before the officials of the Chicago, Milwaukee & St. Paul Railway company for such attention and answer as they may be pleased to give it. You will be furnished copy of their answer when same is received.

Under date of October 5th Mr. Bird replied, advising that cases of this kind "should be taken up with the delivering line," and as the result of this suggestion, on October 8th, the following was directed to Mr. W. F. Merrill, general manager of the Chicago, Burlington & Quincy railroad:

DEAR SIR—Please note the enclosed from Mr. Truman Hall, of Bedford, Iowa, together with the commissioners' reply thereto, as also copy of second communication to Mr. Hall, informing him that the Chicago, Milwaukee & St. Paul company had suggested that it be first considered by the delivering company instead of the initial company. In accordance therewith you are respectfully requested to give this case such attention as may seem to you advisable. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

To which, October 14th, Mr. Merrill says:

Referring to yours of the 8th, about a shipment of a top buggy from Fargo, S. D., to Bedford, Iowa.

We have no through tariffs with the Milwaukee road on this business, consequently when it came to Council Bluffs we charged in accordance with the Iowa law. There was no other basis on which we could figure the rate. We billed it as it came from the Milwaukee. The law fixes the classification and charges, and we followed it, and we, as the delivering company and intermediate carrier, had no option whatever in the matter. I do not see that we can do anything about it, as we simply followed the law.

Upon the receipt of Mr. Merrill's reply the following was sent to Mr. Bird for his further attention on October 23d:

DEAR SIR—In accordance with the suggestions outlined in yours of October 5th regarding the complaint of Truman Hall, of Bedford, Iowa, in relation to an alleged overcharge on the shipment of a buggy, the matter was taken up with the delivering road, the Chicago, Burlington & Quincy, the reply of General Manager Merrill, of that company, being as follows:

"Referring to yours of the 8th about a shipment of a top buggy from Parker, S. D., to Bedford, Iowa: We have no through tariffs with the Milwaukee road on this business; consequently, when it came to Council Bluffs we charged in accordance with the Iowa law. There was no other basis on which we could fix the rate. We billed it as it came from the Milwaukee. The law fixes the classification and charges, and we followed it, and we as the delivering company and intermediate carrier had no option whatever in the matter. I do not see that we can do anything about it, as we simply followed the law."

Having heard from the delivering line, the matter is referred back to the initial carrier for whatever statement you may desire to make. Very respectfully yours,

W. W. AINSWORTH.

Secretary.

By order of the board.

To which Mr. Bird says:

October 29, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to yours of October 2d and previous correspondence regarding the shipment of a buggy from Parker, S. D., to Bedford, Iowa: So far as the rate is concerned I can only say, from the information furnished me, that the through rate from Parker to Bedford was made up by the addition of locals of various roads over which the property was to be transported. Whether there was or was not an agreement, direct or tacit, which limited the through rate from Parker to Bedford, I am unable to say. If the gentleman feels that he has some claim against us, and will submit the matter to me specifically in writing, with the facts as to when and with whom he arranged for shipment, what rate was specified, and by whom, and will send me his expense bill showing what was paid at the final destination, I will undertake to trace it up. There is no other way that I can proceed in the matter. This, you will observe, is an interstate shipment. If the gentlemen who have so many complaints to make to state authorities in cases of this kind would come directly to the initial road and state their case plainly, nine times out of ten there would be no necessity for referring it to you. In this case I refer to the initial road on the assumption that there might have been some promise or some understanding as to what the through rate would be, in which case the initial road would be responsible. Ordinarily, an overcharge claim should be filed with the delivering road. Yours truly,

A. C. BIRD,

Freight Traffic Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.

As a helpful step towards adjustment, on December 12th the following was sent Mr. Hall, accompanied by a copy of Mr. Bird's reply:

DEAR SIR—The commissioners have again had before them the matter of your alleged overcharge on shipment of buggy from Parker, S. D., and have directed that Traffic Manager Bird's last communication on the subject be laid before you. There has been some delay in this matter, owing to the fact that the attention of the board has been very closely given to their annual report, which has just recently been placed in the hands of the printer.

You will observe that Mr. Bird says: "If the gentleman feels that he has some claim against us, and will submit the matter to me specifically in writing, with the fact as to when and with whom he arranged for shipment, etc., etc., I will undertake to trace it up." On the supposition that you may desire your expense bills to lay before Mr. Bird, as requested, they are herewith returned.

Mr. Hall was inquired of in regard to the settlement of his claim on January 25th, February 29th and March 6th, without reply, but on April 18th the following was filed in the office, which will close the case:

BEDFORD, April 13, 1896.

Board of Railroad Commissioners, Des Moines:

In the case of Truman Hall v. Chicago, Milwaukee & St. Paul railroad, for overcharge on buggy in shipment from Parker, S. D., to Bedford, Iowa, I will say it has been settled. Received the draft to-day from the company to settle the claim.

Yours with many thanks,

(Signed)

TRUMAN HALL.

C. 1690—1896.

I. N. MOBERLY, HUMPHREY, MO.,

v.

} Failure to furnish cars.

ILLINOIS CENTRAL RAILROAD COMPANY.

September 30, 1895, the following was filed:

HUMPHREY, Mo., September 30, 1895.

Railroad Commissioners of State of Iowa, Des Moines, Iowa:

GENT —On September 23, 1895, at 9 A. M., I was at Ehler, Iowa, and went to agent of Illinois Central railroad and ordered car for cattle to be shipped from there on September 24th at 4 P. M., and on the 21th they did not have car for me yet that they would let me load, and I had two loads of cattle in their yards. They had their own cars standing on sidetrack at time, but refused to let me load into them, and from some cause would not get me cars from other railroad. I wanted to come over Illinois Central railroad via Cedar Rapids and then on Chicago, Milwaukee & St. Paul railroad to Gault, Mo. I was held there for forty-eight hours before I could get out, and still they had cars on sidetrack at time, but would not bill me out, therefore it was a heavy damage to me. I wish you would investigate into the matter and advise me. I will refer you to agent at Ehler. I even sent a telegram to the chief dispatcher at Chicago, Ill., J. M. Daly, and asked him to furnish me car or instruct agent to bill me out in their own stock cars. He would not answer my telegram at my expense. After I had made preparation to drive my stock across the country about twenty miles to the Chicago, Milwaukee & St. Paul railroad at H. P. Kinton, they then got me out on 21th. I ordered 31-foot cars and they sent 36-foot and charged me for full amount on them.

Respectfully,

I. N. MOBERLY.

While the complaint was of an interstate character, a class of business over which this board has little or no control, it was, as the custom is, taken up with the defendant road, looking to an amicable adjustment, by sending the same to Mr. J. T. Harahan, second vice-president of Illinois Central railroad, to which he submitted the following reply:

CHICAGO, November 8, 1895.

Hon. W. W. Atsaworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of 1st ult., in reference to complaint of Mr. I. N. Moberly, of Humphrey, Mo., as to the failure of this company to furnish cars at Ehler, Iowa, for shipment of stock to Gault, Mo., September 23d, I have had this matter thoroughly investigated and find that a few hours delay occurred in the transmission of the original order for the cars, the agent at Ehler being unable to raise our telegraph office at Manchester, otherwise the delay was not unreasonable. The order was for cars which we were obliged to get from the Chicago, Milwaukee & St. Paul railway, which necessarily occasioned a little delay.

I give you below a summary showing the way the orders were handled.

ORDER No. 1.

To agent at Ehler, 9:30 A. M., September 23d.

To agent at Manchester, 3:22 P. M., September 23d.

To agent at Waterloo, 4:36 P. M., September 23d.

To superintendent of transportation, 9:00 P. M., September 23d.

ORDER No. 2.

To agent at Ehler, 7:45 P. M., September 24th.

To agent at Waterloo.

To superintendent of transportation, 9 P. M., September 24th.

You will note the first car was ordered on the 23d for use on the 24th. Order did not reach the office of our superintendent of transportation until 9 P. M. and was, of course, not handled until the next morning, when order was placed with the Chicago, Milwaukee & St. Paul railway for the car.

The order for second car was placed in the evening of the 21th inst., and received at the office of our superintendent of transportation at 9 P. M. same date. He took matter up with Chicago, Milwaukee & St. Paul railway early the next morning. The cars were received from the Chicago, Milwaukee & St. Paul railway on the morning of September 26th, and were loaded and delivered to the Chicago, Milwaukee & St. Paul railway same day.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

A copy of Mr. Harahan's reply was sent Mr. Moberly, to which somewhat of an extended answer was received, which is omitted as it is not of public interest, and the following was on December 12, 1895, directed by the board to be sent, and as no reply has been received at this date (March 4, 1896), it may be considered as closing the case:

I. N. Moberly, Humphrey, Mo.:

DEAR SIR—Yours of the 4th inst., relative to claim for damages on account of alleged delay on the part of the Illinois Central in matter of failure to furnish cars for the shipment of your stock, has been received and submitted to the commissioners. I am directed to advise you that inasmuch as this is a claim for money damage, they suggest that you first submit it to the claim department of the Illinois Central Railroad company, Chicago, Ill., and that if the same fails to receive consideration, the matter can again be taken up with this commission.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,
Secretary.

C. 1691—1896.

WALTER CARPENTER, CHAIRMAN BOARD OF
SUPERVISORS, IOWA FALLS, IOWA,

v.

} Highway crossing.

ILLINOIS CENTRAL RAILROAD COMPANY.

Complaint filed October 5, 1895.

On October 5, 1895, the following communication was received by the board.

IOWA FALLS, IOWA, October 4, 1895.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I write you in behalf of the people of Hardin county in regard to the Iowa Central railroad putting in a crossing where the public highway crosses their road on section line between sections 11 and 12, township 89, range 20. This highway has been established for fifteen years and opened and traveled most of the way, but owing to a large pond north of the railroad it was impassable at that point. Last year Hardin county in response to a petition from the people graded and fixed the road through this point at a large expense so that the road at present could be traveled were it not for this railroad crossing which they refuse to put in without assigning any reason. The road is obstructed by a five-wire fence on both sides the track and an embankment about six feet high. Last April a written notice was served on their agent at Macy, also at Iowa Falls (this crossing being between these stations), but we have been unable to get any crossing. The crossing is needed and it is a great injustice to the people in that vicinity to compel them to go a mile or two around.

Yours truly,

WALTER CARPENTER.

On same date the matter was forwarded to Mr. J. T. Harahan, second vice-president Illinois Central Railroad company, who, under date of November 7th, advised the board that "I have had this matter looked into and find that no highway has ever been established across our tracks at that point.

This answer was communicated to Mr. Carpenter, who, on November 18, 1895, sent the board the following record of proceedings had with reference to highway in question:

COPY.

Before the auditor, A. E. Arnold, on this 30th day of December, 1873, D. K. Wilkinson and others file their bond and petition, asking that a highway commencing at the northwest corner of section number one (1), in township 89, range 20, west of 5th P. M., Iowa, and running thence south three and one-half miles, be established, all of which being in accordance with the law, R. J. Heath is hereby appointed commissioner to view said route as petitioned for, and ordered to commence his survey on the 10th day of February, 1874, and report his doings therein to this office within thirty days from date hereof.

REPORT OF COMMISSIONER.

To the County Auditor of Hardin County:

The undersigned, appointed by you a commissioner to examine into and report upon the expediency of locating a road described in the foregoing petition, respectfully reports that he has looked over the route, and would recommend that a road be located on the following route, to-wit: Beginning at the northwest corner of section one (1), township eighty-nine (89), range twenty (20), west of the 5th P. M., Iowa, thence south on section line until it intersects a road running east and west through section number twenty-four (24), in said township and range.

Fees, two days, \$4.

R. J. HEATH,
Commissioner.

WILKINSON AND WHITE ROAD.

On the 14th day of March, 1874, come Lorenzo Wingert and Henry Brohlsmeir and file claims for damage to the amount of \$150 each.

On the 20th day of April, 1874, the auditor appointed S. W. Scott, W. O. Wickham and J. C. Wildey commissioners to assess the damage that will accrue to the said L. Wingert and H. Brohlsmeir, in consequence of the location of said road.

REPORT OF APPRAISERS.

To the Auditor of Hardin County, Iowa:

We report that upon actual view of the premises we assess the damage that L. Wingert and H. Brohlsmeir will sustain by reason of the location of said road over their lands at the sum of \$....

S. W. Scott, J. C. Wildey, W. O. Wickham,
Appraisers.

Now, on this 2d day of June, 1874, this case coming on for final hearing before the board of supervisors, and it appearing that the proceedings in the case were in accordance with law, the board established said road in accordance with the petition and report of commissioners, viz: Commencing at the northwest corner of section one (1), township eighty-nine (89), range twenty (20), west of the 5th P. M., Iowa, running thence south on section line three and one-half miles to the quarter point between sections twenty-three and twenty-four in said township and range, and to be known as the Wilkinson and White road.

M. FRISBIE,
Auditor.

[Copy certified to by O. E. Miller, present auditor, book 2, pages 12 and 13.]

A copy of the foregoing was sent Mr. Harahan, who made answer as follows, copy of same being forwarded to the complainant:

CHICAGO, November 29, 1895.

Mr. W. W. Ainsworth, Secretary, etc.:

DEAR SIR—Referring to your favor of the 22d inst., in reference to construction of crossing over our tracks between Iowa Falls and Macy: It is the opinion of our attorneys, after an examination of the papers, that the highway has not been legally established, and even if it had been, that the twenty-one years' failure to use the road is in law an abandonment of the same.

I have, however, instructed our local officials to take the matter up promptly with the county officials, and that if Hardin county will do the grading on both sides of the track, this company will plank the crossing and put in cattle guards.

Yours truly,
J. T. HARAHAN,
Second Vice-President.

On February 3, 1896, Mr. Carpenter wrote the board the following:

IOWA FALLS, IOWA, February 3, 1896.

W. W. Ainsworth, Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR—Yours of the 29th of January at hand. At the January session of the board of supervisors the proposition of Vice-President Harahan was submitted, and it was decided it was not the duty of Hardin county to grade this or any other railroad crossing. The railroad company claim the road is not legally established, and if it was, it is abandoned by non-use. To the first objection we have sent to you the transcript of record of establishment, which I think is not seriously defective. To the other objection—the road has been opened, fenced and traveled up to the railroad crossing for years.

I believe I have presented the claims of the people fairly to you. We would like to have you decide whether we are entitled to a crossing or not. If we are, how much longer must we wait? I would be pleased if you would come up, or send a representative to view the situation. If the people have any rights railroad companies are obliged to respect, we think this is one of them. Very respectfully yours,

WALTER CARPENTER.

On February 10, 1896, copy of Mr. Carpenter's letter of February 3d was forwarded Mr. Harahan, and in the letter of transmittal the board said: "We hope, with the record as stated and assuming that Chairman Carpenter is correct as to the facts in the case, that you will see your way clear to open the crossing for the use and convenience of the public," to which Mr. Harahan replied as follows:

CHICAGO, February 21, 1896.

Mr. W. W. Atsaworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor 10th inst in reference to the construction of a crossing over our tracks between Iowa Falls and Macy: As I wrote you November 23th last, I instructed our local officials to take this matter up promptly with the county officials, and advised that if Hardin county would do the grading on both sides of the track this company would plank the crossing and put in the cattle guards. I did this after our attorneys had advised me that the highway had not been legally established, and that even if it had been, the twenty-one years' failure to use the road was in law an abandonment of the same. They gave this opinion after an examination of all the papers, including the copy of the county auditor's report sent me with your letter of November 22d last.

I am in receipt of communication from our chief engineer, in which he states that our local attorney, Mr. Scales, appeared before the board of supervisors of the county in question presented our view of the matter and told them that if the county would do the grading this company would plank the crossing and put in cattle guards. I am also informed that they took the matter under advisement and promised to let us know their decision later. This is the way the matter stands now. Yours truly,

J. T. HARAHAN,
Second Vice-President.

After some further correspondence the commissioners, on April 14, 1896, suggested to the complainant, Mr. Carpenter, that "inasmuch as the railway company, among other things, question the legality of the proceedings whereby the highway in question was established, the railway commission think it advisable for your board to request of the county attorney of your county a written opinion regarding the legality of the establishment of such highway."

The opinion of the county attorney, Mr. George W. Ward, sustaining the regularity of the establishment of highway in question, was filed with the commission on April 22, 1896.

On April 28, 1896, a letter was received from Mr. Harahan stating that his company still adhered to its position that the highway had not been legally established for reasons set forth therein.

On May 2, 1896, the commission addressed the following to Mr. J. T. Harahan, second vice-president Illinois Central Railroad company.

DEAR SIR—Replying to your favor of April 27th, I am directed by the board to ascertain from you the manner in which you obtained your right of way which crosses the Macy highway at or near Iowa Falls, and whether the title or occupancy of the railway company appeared upon the transfer books of the auditor's office of that county at the time of the location of the highway in question.

Referring to the other part of your letter in which you discuss at some length the question of notice not being served upon the railway company at the time of the location of the highway in question, your attention is called to the 68th Iowa, page 133, case of *State ex rel Patrick v. C., B. & Q. Ry. Co.*

The commissioners had hoped that this matter might be amicably adjusted between the railroad company and the county. It appears from the best information that they can obtain that this highway has been used by the public for a great many years, with the exception of that part crossed and used by the railway company. They note what you say in regard to

the Fredericksburg case and while expressing no opinion at this time in regard to the merits of this controversy, they trust that the railway company and the county may reach an amicable adjustment without requiring the board to proceed and determine the matter in a judicial manner.

On May 14th Mr. Harahan replied to the foregoing in the following language:

CHICAGO, May 14, 1896.

Mr. W. W. Atsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of the 2d inst. in reference to the construction of a crossing over our tracks between Iowa Falls and Macy: I find that our right of way at this point was condemned, and award of damages to owners made, July 20, 1884. The point of crossing desired is between sections 11 and 12, township 89 north, range 20 west, 5th principal meridian, Hardin county, Iowa. No receipt of payment is shown for section 11, but in section 12 a receipt is shown.

While it has been our opinion, as advised you in previous letters, that a highway crossing has not been legally established at this place, the board of supervisors of Hardin county appears to be equally clear that one has been established. A crossing seems to be necessary in any event, and we are willing to waive this point. I have, therefore, instructed our chief engineer to open it as a highway crossing.

We are desirous at all times to get along with our neighbors with as little friction as possible, and to show you that we are not responsible for the delay which has occurred in handling this matter, I beg to call your attention to my letter of November 29, 1895, to you, in which I advised that we were willing to plank the crossing and put in cattle guards, if Hardin county would do the grading on both sides of the track. I still think this was a fair proposition. Yours truly,

J. T. HARAHAN,
Second Vice-President.

Under date of July 3, 1896, Mr. Carpenter writes the board as follows:

"The crossing over the Illinois Central, between sections 11 and 12-89-20, is opened, and the public is using it. Many thanks for the attention given this case."

The case is closed.

Des Moines, July 31, 1896.

No. 1692—1896.

SUPERVISORS OF SIOUX COUNTY, BY WILLIAM HUTCHINSON, COUNTY ATTORNEY,
ORANGE CITY,

v.

Highway crossing—undergrade.

CHICAGO & NORTH-WESTERN RAILWAY CO.

Complaint filed October 17, 1895.

The following copy of letter to Mr. J. M. Whitman, general manager of respondent company, transmitting complaint in this case, will indicate the nature of same:

DES MOINES, October 19, 1895.

J. M. Whitman, Esq., General Manager Chicago & North-Western Railway Company, Chicago, Ill.:

DEAR SIR—Mr. William Hutchinson, county attorney of Sioux county, under date of October 15th, sends the board a copy of the resolution of the board of supervisors as follows:

"Be it resolved by the board of supervisors of Sioux county, That the county attorney is hereby instructed to take the necessary steps, either with the railroad companies or with the railroad commissioners of the state of Iowa, to open the crossings on the public highways across the Toledo & Northwestern and the Chicago, Milwaukee & St. Paul railways, between sections 10 and 11 in township 94, range 45; and between sections 10 and 3 in township 97, range 48; and between sections 31 and 33, township 97, range 43, all in Sioux county, Iowa."

Mr. Hutchinson in transmitting the foregoing, says:

"By resolution of the board of supervisors, I am instructed to enter complaint against the Chicago & North-Western Railway company for their refusal to open the highway crossing

on the laid out road between sections 10 and 11, township 94, range 45. I have done all I can to have this done without referring it to the railway commission, but have failed. Will you kindly present the same and let me know the result?

Yours truly,

Will you kindly have the matter investigated and early answer made in the case?

Very respectfully yours,

By order of the board.

WM. HUTCHINSON."

W. W. AINSWORTH,
Secretary.

No response having been received from Mr. Whitman, upon December 12th, and again on December 31, 1895, his attention was called to the matter, and his answer thereto requested.

Under date of January 21, 1896, General Manager Whitman, referring to this case, wrote as follows:

CHICAGO, January 21, 1896.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I have not lost sight of the communication from the board, under date of October 19, 1895, in regard to the matter of a highway crossing on the line between sections 10 and 11, 94-45, Sioux county, Iowa, regarding which Mr. William Hutchinson, county attorney, has written you. These papers have been on my desk for some time, but I have not been able to give the matter careful attention, as my time has been so closely occupied.

There is no disposition on the part of the company to interfere with the opening of this highway. I do not, however, understand how the authorities expect to construct this road on the site selected, as there is a forty-six foot pile bridge directly across the highway, and it seems to me that there is no feasible way in which the road can be constructed, either at grade or otherwise. If the authorities have any suggestions to make in this direction, I would be glad to receive them. Yours truly,

J. M. WHITMAN,
General Manager.

Copy of foregoing was sent Mr. Hutchinson, attorney for complainants, on January 22, 1896, and elicited from him the following reply:

COPY.

ORANGE CITY, Iowa, January 25, 1896.

Hon. W. W. Ainsworth, Des Moines, Iowa:

DEAR SIR—Yours of 22d inst. at hand and noted. In reply will say that at the time the railway was built the highway was duly established, and Sioux county will insist that the Chicago & North-Western company put in the crossing. The company can buy a piece of land and make a crossing and this county will be satisfied. If the railway commissioners have no power to act in these matters the commission should be abolished. If I must go into court to protect the rights of this county I will do it, but it seems to me that in fairness the railway company should put the crossing in without trouble.

Yours truly,

WM. HUTCHINSON,
County Attorney.

Upon January 29, 1896, the board directed a communication sent Mr. Whitman, for the company, outlining the position of the commissioners in this matter, copy of which we here set out in full:

January 29, 1896.

J. M. Whitman, General Manager Chicago & North-Western Railway Company, Chicago, Ill.:

DEAR SIR—Yours of the 21st inst. in reference to the matter of a highway crossing on the line between sections 10 and 11, 94-45, Sioux county, Iowa, is received. I am directed to say in reply that a copy of your letter was furnished Judge Hutchinson, county attorney for Sioux county, and a copy of his reply is herewith enclosed. Also to submit that if "there is a forty-six foot pile bridge directly across the highway," as you state, the highway could possibly be made passable under this bridge by a little work on the part of your company.

The commission hopes that your company may be sufficiently advised as to the peculiarities of the ground, and other features of the location, to be able to construct this crossing at an early day. If there is need for it, the commission will visit the site with your representatives to make investigations. Awaiting your early reply, I am

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

To this letter Mr. Whitman made answer as follows:

CHICAGO, January 30, 1896.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to the proposed crossing on line between sections 10 and 11-94-45 Sioux county, Iowa:

I have directed our superintendent to raise our track and bridge at the point where this proposed highway shall cross sufficient to enable the county authorities to construct the highway under the bridge. We will, at our own cost, render it possible for the proper authorities to open this highway across our right of way and under our track, but we have nothing to do with the cost of constructing the highway itself, and will not assume any portion of that expense.

Our superintendent will do this work just as early in the spring as it is possible for it to be done. Yours truly,

J. M. WHITMAN,
General Manager.

Copy of foregoing was sent Mr. William Hutchinson on February 4, 1896. On March 28th Mr. Hutchinson advised the board that "the Chicago & North-Western Railway company have agreed to put crossing in as soon as frost is out. If they do so this is all I want, so want the matter to stand till I see if they comply with their contract with me to do so."

On July 25th, August 13th and August 26th Mr. Hutchinson was asked to advise the board whether matter complained of had been adjusted. On August 29th Mr. Hutchinson said that "the Chicago & North-Western Railway company are putting crossing in, and I hope to report the matter settled in a short time."

On October 16th and again on November 10th the attention of Mr. Hutchinson was called to his communication of August 29th, and he was asked to advise the office at once whether the case could be closed.

Mr. Hutchinson wrote the board on November 16, 1896, stating that while some work upon the crossing had been done it was not yet completed.

Under date of December 22, 1896, the chairman of the board of supervisors of Sioux county, Mr. William Dealy wrote the commission as follows: "The Chicago & North-Western Railway company have opened the highway on section line between sections 10 and 11, Sherman township, Sioux county, Iowa. This is the crossing that our county attorney, William Hutchinson, has been corresponding with you about. They have made it so you can cross, and agree to finish it in spring. Thanking you for your help in this matter, we remain, yours, etc."

The case is closed.

December 26, 1896.

No. 1693—1896.

C. E. ACHORN, SUTHERLAND,

v.

} Shortage of cars.

CHICAGO & NORTH-WESTERN RAILWAY.

October 22, 1895, the following telegram was received from the plaintiff in the above case:

Railroad Commissioners:

I cannot get the Chicago & North-Western to supply me with Wabash cars, furnished by the Wabash company at Des Moines. What can I do? Answer.

C. E. ACHORN.

The matter was immediately taken up with the general agent of the Chicago & North-Western at Des Moines for the reason that this was the station which, from the complaint, seemed to be at fault in transferring cars. As a result of

the conference with the agent the following was sent Mr. Achorn in explanation of existing conditions:

DEAR SIR—Your telegram complaining that the Chicago & North-Western Railway company failed to furnish you Wabash cars ordered, was received at 11:20 A. M. to-day and was immediately referred to the general agent of that company in this city, who states in substance that his company is using every endeavor to furnish the Wabash cars promptly, but of course cannot get them except as they are delivered to them by the Wabash company. He further states that three Wabash cars were forwarded to Sutherland Saturday, and another on Monday, which filled all orders for Wabash cars from Sutherland. He also said that there were other orders for cars of the Wabash company to be delivered to Peterson, but that the Chicago & North-Western had as yet been unable to obtain the cars from that company, and as soon as possible they would obtain the cars and forward them to the point named.

Please advise the office whether cars are being furnished you as indicated in the foregoing.

On October 23d Mr. Achorn again wired the office: "Wabash claim they delivered ten cars for Sutherland on the 18th. Have only received four you mention." The Chicago & North-Western were again waited upon for answer and replied: "Only four Wabash cars were ordered for Sutherland and the balance of the number delivered by the Wabash company were ordered for Peterson." Following this there was some correspondence and telegrams bearing upon the difficulty, all with the object in view of adjusting the seeming shortage of foreign cars and relieving Mr. Achorn's too full elevators. The conditions seems to have improved very much, and as nothing was heard from the plaintiff he was on December 12th addressed as follows:

DEAR SIR—In clearing up accumulated correspondence that the commissioners had been compelled to defer action upon in the preparation of their annual report, which has just been placed in the hands of the printer, there is noted your case of complaint on account of inability to get certain cars, and I am directed to inquire as to its present status, and whether you are now supplied with cars for the handling of your business.

In reply to which, under date of December 14th, Mr. Achorn says:

Yours of the 12th received Since my last trouble with the company at this place they have been pretty good to me, but twice I have had to wire to the superintendent about getting cars. That seems to be the only effective way of receiving attention.

The company at one time was out of car door lumber for some time and I had to buy it at the lumber yard. They have also furnished such poor cars that I have bought nails by the keg to fix up the old traps so that they would hold. Can I not claim pay of the company for these nails and lumber? My understanding is that they must furnish suitable cars. I am willing to hire a carpenter to fix them up, but think that they ought to furnish the material. What do you think about this point? Yours truly,

C. E. ACHORN.

To this the board directed the following reply, which closes the case:

DEAR SIR—Again referring briefly to yours of the 14th inst in the matter of collecting your expenses for repairing of cars. I am directed to say without going into details, but rather in general terms, that if you have a just claim against the railroad company and will present the same to them, it is quite likely that it will receive their attention.

C. No. 1694—1896.

COREY COAL CO., BY FRANK COREY, LE-
HIGH,

v.

} Failure to furnish cars.

ILLINOIS CENTRAL RAILROAD COMPANY.

Under date of November 5, 1895, Mr. Frank Corey, the proprietor of the Corey Coal company, located on the Crooked Creek railroad, filed with this board his complaint of failure to procure cars for the proper transaction of the coal business for his company.

The principal burden of his complaint was against the Illinois Central Railroad company, because it was on the line of said railroad that a large per cent of the orders for coal originated. The mines at Lehigh are located, as before intimated, on the Crooked Creek railroad, at a point about ten miles south and east of Carbon Junction, at which point the Crooked Creek road intersects the Illinois Central railroad, and it is over this distance of ten miles that Mr. Corey asks that the Illinois Central be compelled to send cars for the use of his company.

It is no new complaint, as will be seen by reference to former reports of this board, but has occurred with great regularity for several years. The unfortunate location of the mines seems to add fuel to the flame of trouble. The road upon which they are located has no surplus cars to furnish in which coal may be transported onto and over the connecting line of the respondent company. The Mason City & Fort Dodge, another connecting line in like circumstances, has no spare coal cars for business—not on their own line—hence the attempt to secure empties from the Illinois Central to be sent down to Lehigh for coal to fill orders and supply customers on said road. As has been the practice for years before, the matter was taken up with Mr. J. T. Harahan, vice-president of the respondent road, with the hope that some relief might be obtained for Mr. Corey. Following is the message wired Mr. Harahan.

Can you do something for the Corey Coal company, at Lehigh, in furnishing cars for shipments over your line? They claim their business is suffering for lack of same.

To which the following was received in answer:

Have looked up matter of cars for Corey Coal company, at Lehigh, and will help them if we can. We are very short of cars all over our line.

J. T. HARAHAN.

About this time Mr. W. S. Brown, of Manson, joined in the complaint, as follows:

MANSON, Iowa, November 6, 1895.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—For the last six weeks it has been impossible for the Corey Coal company, of Lehigh, to get cars in which to ship me coal. The Minneapolis & Ft. Louis will not let their cars come up here, and the Illinois Central people will not let their cars go down to Lehigh to be loaded.

The Corey Coal company tell me that they have written you in regard to the matter and got no satisfaction; also, no cars. Now, this matter should receive your prompt attention, for there is a coal famine here, all on account of the coal company not being able to get cars.

I have just had a talk over the 'phone with the Corey people, and this matter is just as I have stated it and should have attention. Can't you help us out in this matter and get some cars? Yours very respectfully,

W. S. BROWN.

On November 12th Mr. Harahan's attention was again called to the case, as follows:

Referring to your message of the 7th, in which you state you "have taken up matter of cars for the Corey Coal company," etc., will you please advise the commissioners what progress has been made in the direction of relief for that company.

Further communications were received by wire and mail from Mr. Corey indicating no relief and "parties are countermanding their orders. We shall soon lose our trade entirely." This information was wired Mr. Harahan and his reply by letter is here given:

CHICAGO, November 19, 1895.

Hon. W. W. Atsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring again to your favor of the 12th inst. concerning complaint made by the Corey Coal company, of Lehigh, Iowa, as to their inability to get Illinois Central cars for

shipment of coal; as advised in my telegram of 7th inst. to you, we are very short of cars all over our line, particularly coal cars, and under these circumstances we cannot furnish cars to connections for business originating on their lines at present. We will do so just as soon as we can spare them.

The mines referred to are not on this company's line. We will handle at all times any business delivered to us by other lines in their cars, and as we are desirous of handling all the freight presented to us for transportation, we will furnish cars for such business originating on connecting lines when we have the equipment to spare.

You will appreciate the fact that the first duty of this company is to take care of the mines located on its own road. We have been so short of cars that we have not been able to do this for some time past. Yours truly,

J. T. HARAHAN.

Second Vice-President.

This last letter of Mr. Harahan's gives with great frankness the key to the situation. They have mines on their own line and plenty of coal in them, hence he says: "You will appreciate the fact that the first duty of this company is to take care of the mines located on its own road."

The decision of the courts upon this matter has been in effect that railroad companies doing business in Iowa shall furnish sufficient rolling stock for the transaction of the business on their respective lines of road, but may not be compelled to furnish equipment for connecting lines. Upon this phase of the law the Illinois Central Railroad company through Mr. Harahan as vice-president, seem to rest their case, and in closing the case we can only repeat, as was suggested in the opening, that the location of the Corey Coal company is very unfortunate, inasmuch as the railroad upon which they are located has no use or demand for the product of their mines, and the road upon which the patrons of their mines who would receive their coal and use it, has no cars to furnish for the transportation of such coal.

C. 1695—1896.

A. M. COOPER, TRACY,

v.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD.

Overcharge—freight.

Under date of November 11, 1895, Mr. A. M. Cooper, of Tracy, says:

To the Honorable Board of Railroad Commissioners of the State of Iowa:

GENTLEMEN—I enclose to you the bill of lading and receipt for a car load of corn (30,000 pounds capacity) shipped to me from Wirt, Ringold county, over the Chicago, Burlington & Quincy system, for which you will see by the receipt that the said railroad company charged me \$41.67 freight, which I think is too much by half, and I bring the matter before your honorable body for your consideration.

The expense bills were filed in accordance with the above assertion and a copy of the communication was forwarded to Mr. W. F. Merrill, general manager of the Chicago, Burlington & Quincy railroad, with the request to "kindly have this matter investigated and make early answer thereto," to which, under date of December 7th, Mr. Merrill says:

I have obtained a copy of billing, and find that the Humeston & Shenandoah road charged its local rate to Humeston and we charged our local rate from Humeston to Tracy. There was no overcharge. As we have no through tariffs in effect between points on the Humeston & Shenandoah and our points in Iowa, there was nothing for us to do but charge our local rate, as we did.

Mr. Cooper was advised of the position taken by Mr. Merrill, and as the charge was in exact accordance with rates set forth in the commissioners' schedule of rates for the state of Iowa, the case may be considered closed.

C. 1696—1896.
J. M. MARTINDALE, PRAIRIE CITY,

v.

CHICAGO, BURLINGTON & KANSAS CITY
RAILROAD.

} *Books lost in transit.*

November 13, 1895, Mr. J. M. Martindale, of Prairie City, said by letter to the secretary of the board:

MY DEAR SIR—I sent or freighted my library from Cantril, Iowa, to this place last August (1895), and when I delivered the five heavy boxes of books to the Chicago, Burlington & Kansas City agent at Cantril, I told him to ship the cheapest and best route to Prairie City, and after some two weeks waiting, four of the five boxes were delivered, two of which were bursted, and, as you see, one box short. On investigation I find the agent sent them (the goods) to Burlington, from Burlington to Albia, from Albia to Des Moines, and from Des Moines to Prairie City, causing me to pay extra freight and two extra transfers. Now I want to know if there is not some way that I can get that other box of books, worth about \$50, and the extra charges also.

The same was forwarded to Mr. W. C. Brown, general manager of the Chicago, Burlington & Kansas City Railway company, accompanied by the following letter:

Enclosed there is handed you herewith, by direction of the board, copy of communication from J. M. Martindale, principal of the Prairie City public schools, Prairie City, Iowa, regarding alleged loss in transit of one box of books as per his letter. There is also involved what he deems to be excessive freight charges due to circuitous instead of most direct routing. Will you have the kindness to make such investigations and reply as you may think proper under the circumstances?

Mr. Brown responded immediately, saying: "I will have this matter investigated and will advise you later of the results."

Under date of December 12th Mr. Brown's attention was again called to the case, and December 18th he says: "I find that our freight department has not yet finished investigating the matter of loss of books owned by Mr. J. M. Martindale, of Prairie City, Iowa, but will advise you as early as possible of the result." Mr. Martindale was kept advised of the progress of the investigation, and January 4th he says: "I have been waiting for Mr. Brown's report in regard to my books, which has not arrived. What is the matter? I am needing my books the worst way." To which, in reply, the following was sent Mr. Martindale on January 6, 1896:

DEAR SIR—In further reference to your complaint in the matter of loss of your box of books, asking "What is the matter?" replying, I beg to say that on December 12th Mr. Brown's attention was again called to the case by this board, and he was requested to state whether he had completed his investigation in reference to the loss. He replied on the 18th ultimo by saying: "I find that our freight department has not finished investigating the matter of loss of books owned by Mr. J. M. Martindale, of Prairie City. I will advise you as early as possible of the results." Mr. Brown, then general manager of the St. Louis, Keokuk & North-Western, has been promoted to the general management of the Chicago, Burlington & Quincy railroad, at Chicago, and the attention of Mr. Howard Elliott, his successor, has been called to the case, and he has been urged to give it prompt attention and answer. You will be immediately advised on receipt of his reply regarding the status of the case.

Following is the explanation and action taken by Mr. Elliott:

ST. JOSEPH, Mo., January 10, 1896.

Mr. W. W. Ainsworth, Secretary Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to yours of November 14th and subsequent letters in regard to alleged loss of box of books in transit from Cantril, Iowa, to Prairie City, Iowa, owned by Prof. J. M. Martindale, would say: The investigation of this case brings to light the fact that our agent

at Cantril permitted the owner of these books to put the boxes in his warehouse for storage some time before they were ready to be shipped. The agent at that time did not check the number of boxes stored, and has so far never given any receipt for any number of boxes. When our agent was instructed to ship he did so, billing the shipment from memory and making it read five boxes. The conductor called the agent's attention to the fact that but four were loaded, and the agent at Cantril wired our agent at Burlington to so change the billing. From memory the drayman hauling the boxes thinks there were but three or four.

In reference to the matter of excessive freight charges due on account of circuitous route shipped, would say there is a difference in the rate, via the route the shipment went and the shortest route, of 19.5 cents per 100 pounds, which on this shipment of 350 pounds would make an overcharge of about 60 cents.

There is no question but what our agent was very careless in his method of handling this shipment, and we have taken him to task. The case is of such a nature that it hardly seems necessary, either for the amount involved or the principle, that the board should be annoyed by it.

If you will refer Mr. Martindale to our general freight agent, Mr. D. O. Ives, I will instruct the latter to make a settlement, and I would respectfully ask that we be permitted to dispose of it in that way. Yours truly,

HOWARD ELLIOTT,
General Manager.

Mr. Martindale was furnished with a copy of Mr. Elliott's statement, to which he says, under date of January 16th:

DEAR SIR—In reply to Mr. H. Elliott's statements, allow me to qualify and correct some of his statements. As to storage, would say, that if I had any storage I knew nothing of it. The only conversation that passed between Mr. McKee, the Chicago, Burlington & Kansas City agent at Cantril, Iowa, and myself, was, that I wanted him to see that my books were not allowed to be left on the platform if it was rainy or bad weather, and to this he replied that he would hold them until morning, and then they would get to Prairie City the same day shipped. For, he said, it would be best, he expected, to ship to Farmington and up on the Rock Island railway, and in reply I told him to send by the most direct route to Prairie City, as the books were too heavy and valuable to take any chance in transferring. Now, instead of doing what he agreed to do, he sent them the furthest way round possible, and in so doing lost one box of books, and damaged two others, as I can prove by our Rock Island agent here in Prairie City.

Mr. Elliott says that their agent at Cantril did not check the number of boxes received. Allow me to say that their agent came to the freight room and weighed the boxes as we unloaded them, for I helped him to do so. He was quite busy, and he told me he would give me a bill of the goods received as soon as he got time. I informed him that I left that evening for Prairie City. He then said he would mail me a bill to Prairie City, and I said O. K., for I had always known him to be an honest man. But I came to Prairie City and waited two weeks for my books. I then wrote to the Cantril agent, asking why my books had not been shipped. He replied that they had; however, I had received a part of them before I got his answer. Then I informed him that I was short one box. He replied that he would send a tracer, and then was the first time that he informed me how the books had been sent. Mr. Elliott talks like 60 cents was all that was in litigation. I am out \$50 worth of books simply because it (the Q) was trying to keep the Rock Island out of some freight. He (Elliott) says that they have taken their agent to "task." Does that furnish me my books? Even though they should dismiss him, would that help me any? He admits that their man is careless and negligent. I think so, as he never sent me the bill that he promised to send. Mr. Elliott says the books were shipped from memory, or rather billed from memory. Now, I would like to know if Mr. Elliott thinks that the honorable railroad commission will consider that proper protection for me and my property, after acknowledging that their man at Cantril was so careless. I don't doubt that their agent told Mr. Elliott that he had shipped from memory, or rather billed from memory, and I am glad that "his memory was correct." But now as to the drayman: How could he decide that there were three or four boxes of books, after having hauled two previous loads of boxes—in all about twenty boxes—and then, two months after the work was done, and after the agent told him how to answer, said three or four boxes. In conclusion allow me to say, in reply to Mr. Elliott, as he said the commission should not be annoyed by it, that the railroads are always of the opinion that they would rather settle their own difficulties with the public, and in view of this, they always keep employed quite a number of the best "lawyers" they can find. Now, I do not know of any talent that I would rather leave this matter to than the board of commissioners. I have unbounded confidence in their ability. If Mr. D. O. Ives wishes to settle this dam-

age of lost property, he can settle with the commission just as well as with me. Allow me again to say, that I claim damages to the amount of \$50, plus the extra charges in the way of transfers, at 75 cents each, \$1 50; extra charge on freight, 50 cents. * * * Yours truly,

J. M. MARTINDALE.

A copy of the above being sent to Mr. Elliott, he says:

I have your letter of January 21st, together with copy of letter from Mr. J. M. Martindale. I have arranged to have one of our people make a settlement of this with Mr. Martindale at once, although, from the facts so far as we can obtain them we do not seem to be at fault; but I do not desire you or your honorable board to be annoyed about the matter.

Under date of February 20th Mr. Martindale was requested "to please state whether the matter complained of by you has been adjusted, and whether the case can now be closed?" To which, February 24th, he replies: "On the 2d of February a Mr. Hill, of Keokuk, called and took an invoice of books lost. So, on the 18th, they sent me a check for the amount." Which will close the case.

C. 1697—1896.

BEVINS BROS, HAWKEYE,

} Inquiry as to billing in transit privileges.

Filed November 27, 1895.

COPY OF LETTER OF INQUIRY.

HAWKEYE, Iowa, November, 26, 1895.

State Board of Railroad Commissioners, Des Moines, Iowa:

Messrs.—We have been referred to you by ex-Governor Larrabee, regarding the application of laws governing railroads.

We have made several applications to the Chicago, Milwaukee & St. Paul railroad for certain billing on live stock shipped from points in Minnesota to Chicago and Chicago points and have met with a positive refusal each time, thereby compelling us to pay local freight to and from this point in order to get privilege of loading at this station.

Now we have positive information that other shippers have been allowed this billing shipping stock from points in Minnesota to Chicago by the way of Hawkeye, stop at Hawkeye to finish loading; the very billing we were refused.

Kindly inform us on this subject so we may proceed in the right manner, and if in violation of our laws, compel them to either give us this billing or prohibit others from the benefits of same.

S. H. BEVINS.

COPY OF ANSWER.

DES MOINES, Iowa, December 10, 1895.

Bevins Bros., Hawkeye, Iowa:

GENTLEMEN—Yours of the 26th ult. was received at a time when the commissioners were fully occupied in preparing their annual report to the governor of the state, and answer has been somewhat delayed.

I am directed to say in reply that shipments from the state of Minnesota to Chicago, through this state, would be considered interstate in their character, and it would probably not be considered within the jurisdiction of this board to correct the evil you complain of. The interstate commerce act, as you doubtless know, declares it to be unlawful for any common carrier, subject thereto, to make or give any undue or unreasonable preference or advantage to any particular person, company, firm or locality, or any particular description of traffic in any respect whatsoever, or to subject any particular person, company, firm, etc., or any particular description of traffic to any undue or unreasonable prejudice or disadvantage in any respect whatsoever, and the interstate commerce commission have jurisdiction to inquire into and correct any violation of the provisions of said act.

The facts you allege would seem to constitute a violation of the above provision, and if the railway company in question persist in such a course toward you as you state in your letter, you can bring the matter before the interstate commerce commission by addressing a communication to that body at Washington, D. C., through its secretary, Edw. A. Moseley, setting forth the facts and asking that the commission take the proper steps to correct the wrong complained of.

The members of the Iowa commission will be pleased to render you any assistance in the matter within their province to furnish.

Very respectfully yours,

W. W. AINSWORTH,

Secretary.

By order of the board.

C. 1698—1896.

WILL C. WHITING, WHITING,

v.

Insufficient train service.

SIoux CITY & PACIFIC RAILROAD CO.

December 5, 1895, Mr. Will C. Whiting, of Whiting, addressed the following to the board:

Please inform us what steps we will have to take to get the Kansas City express to stop here for passengers south of Onawa, on flag. We have no accommodations to Missouri Valley, Council Bluffs or Omaha without taking two days to go and come. In fact, we cannot go to any town south of Onawa and back the same day. This train goes down at 7 A. M. and back at 8:45 P. M. We do not ask that it stop regularly, but would like it to stop on flag. Awaiting an early reply, etc.

Copy was sent Mr. H. G. Burt, general manager of respondent company, asking him to "please give this matter your early attention," to which, December 18th, Mr. Burt says:

DEAR SIR—Acknowledging receipt of yours of the 12th regarding matter of complaint of Mr. W. C. Whiting about the lack of passenger train accommodation of the Sioux City & Pacific road:

I have to say that at the time Mr. Whiting made the complaint, and for some months past, the train in question was authorized to stop on flag for passengers going to Council Bluffs, Omaha and points beyond. It will henceforth stop for passengers at Missouri Valley, but will not be possible for it to stop for intermediate points, nor will it be necessary, as there is a freight train which leaves Sioux City in the morning, reaching Missouri Valley and intermediate points, giving time to do business and return by the north-bound passenger train in the evening. The Kansas City express south-bound in the morning is a limited train and cannot make its time if required to stop at all stations to take care of local business.

Yours truly,

H. G. BURT,
General Manager.

Mr. Whiting was informed of the position taken by Mr. Burt, and in reply says:

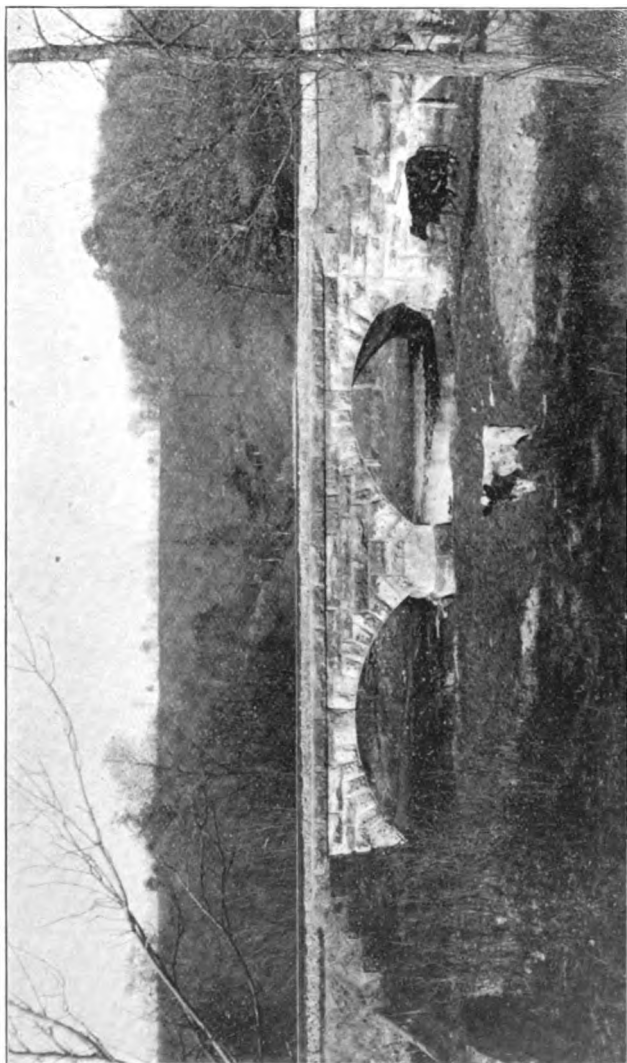
DEAR SIR—Yours of the 18th at hand, with copy of letter of H. G. Burt, general manager, which will be satisfactory when they give order to have north-bound passenger stop at Whiting from Blencoe and points south, as stated in letter. As yet there is no order to that effect, as one of our employes has just had to stop over in River Sioux all night because they would not even let him get on the train for Whiting. The people are willing to withdraw the case when orders are given according to Mr. Burt.

Yours truly,

W. C. WHITING.

After some further correspondence with Mr. Burt, the following, under date of December 30th, was received, and inasmuch as it seems to answer the prayer of the petitioners, the case may be considered closed:

I have yours of the 28th inst., in regard to the matter of Mr. Whiting's complaint of passenger train service on Sioux City & Pacific road. I have to say that the south-bound train will stop on flag for passengers to Missouri Valley and points beyond.



BUELLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.
Double 20-foot arch, Linn Junction, Iowa.

C. 1699--1896.

M. H. MCCARTHY, DUBUQUE—*Joint rates, etc.*

Filed December 9, 1895.

COPY OF MR. MCCARTHY'S LETTER.

DUBUQUE, Iowa, December 7, 1895.

Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I read with considerable pleasure your report on the railroads for the past year and observe that you take a position that they have not suffered as great, or at least any greater depreciation of business than other institutions in our commonwealth. This I believe to be correct. The railroads have been faring better than any other capital invested within our boundaries. The farmers, the merchants and the manufacturers all have been working for a bare living in most cases and in a few instances at an absolute loss. There is one suggestion you make which I believe you ought to be heartily supported in by all the interests in Iowa. That is, to enact proper legislation compelling the railroads within our state to make joint rates on an equitable basis. Every railroad crossing our state from outside points make joint rates with one another, thus opening every station in Iowa to the competition of the smallest as well as the largest manufacturer in our line outside of our border. You will need no special education in the lumber business to see what great injustice this is. We are confined to a narrow strip of territory in which to market our product, and if we undertook to extend our business, we must pay the sum of two locals, and with the present condition of the markets, where margins, if any at all, are very small, it simply prohibits us from reaching out for additional territory, and while we are thus circumscribed, outside competition is privileged to go over the state in all directions with no restriction. It appears from your report that you have in mind the right kind of legislation on this subject; such as will be approved by the courts, and effective in compelling obedience to it. I would like very much if you would give me some ideas on this particular bill; also, if you think it would be necessary or wise to take it up here with our lumbermen, and board of trade, other merchants and manufacturers, with a view of petitioning the legislature on the subject. I have an idea that the railroads will demand the repeal of the Iowa commissioners' tariff, and, if possible, to abolish the commission entirely. I hope the legislature to convene will strengthen your views wherever it has been found that the law was weak, rather than destroy what little protection we have.

Yours truly,

M. H. MCCARTHY.

COPY OF ANSWER.

December 10, 1895.

M. H. McCarthy, Treasurer Standard Lumber Company, Dubuque, Iowa:

DEAR SIR—Yours of the 7th inst. has been received and submitted to the commissioners. I am directed to say in reply that it always affords them pleasure to hear from the business men of the state upon such subjects as you mention in your letter, and that affect their interests. There will be sent you, as soon as issued, a complete copy of their recent report to the governor, from which you can gather the views of the commission upon the subject you refer to, and they have nothing further to suggest at present.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

C. 1700--1896.

F. C. FLINT, MANCHESTER,

v.

} *Transfer of freight or joint rates.*

CHICAGO, MILWAUKEE & ST. PAUL, ET AL.

December 11, 1895, the following letter was received from Mr. F. C. Flint, of Manchester, and is, with the reply, published for information:

MANCHESTER, Iowa, December 10, 1895.

Iowa State Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—The following condition of affairs prevails at Onida and Delaware: The Chicago, Milwaukee & St. Paul will not transfer car loads from the Illinois Central at Delaware for Onida except they are prepaid, and they charge a freight rate which amounts to 79 cents per ton. I had to go to Delaware, seven miles, and prepay a car one day last week

billed from Le Mars to Oneida. The Illinois Central hauled it to Delaware; I paid \$31 and some cents from Le Mars to Delaware, and from Delaware to Oneida, four miles, something over \$11, making a total of \$42.51. Is there no way whereby railroads having stations must use same rules as at other stations, and is there any reason why a ruinous rate should be charged for a short haul?

Again, I am trying to get a through billing from Le Mars or other Illinois Central initial points via Waterloo, thence over Chicago Great Western to towns along its line from Oelwein east. These towns are practically the same distance from initial points as are the Illinois Central towns immediately south of them. For example, the Chicago Great Western station Thorpe is north of the Illinois Central station of Manchester; Oneida corresponds to Delaware, etc.

Can you aid us in these two matters? A parallel case to the transfer at Delaware is this: A train reaches Waterloo from the west; it contains one car billed to Raymond, seven miles east; the Illinois Central must switch it at Waterloo, then make a short haul on it to Raymond, for they change engines at Waterloo, hence are at as much expense for the short haul as the Chicago, Milwaukee & St. Paul were at Delaware. Please reply.

Yours,

F. C. FLINT.

December 12, 1895.

F. C. Flint, Manchester, Iowa:

DEAR SIR—Yours of the 10th inst., in matter of charges for transfer, also short haul rates, by Chicago, Milwaukee & St. Paul, at Oneida, also containing further reference to the matter of joint rates in Iowa, has been received and submitted to the commissioners. In reply I am directed first to ask you to state the kind and quantity of goods received or contained in the car to which you refer. This will give the commissioners opportunity to investigate as to whether you were correctly charged in the short haul rate.

In regard to the question of joint rates, the commissioners have made a very full statement in the forthcoming annual report concerning this matter, and a copy of the report setting forth the present status of the joint rate matter will be sent you as soon as received from the printer, which, it is expected, will be some time this week.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

No reply having been received at this date, February 20th, the case may be considered closed.

C. 1701—1896.

WEDGWOOD BROS., STORM LAKE—*Right of shipper to choice of market.*

Filed December 13, 1895.

COPY OF INQUIRY.

STORM LAKE, Iowa, December 12, 1895.

Honorable Railroad Commissioners of the State of Iowa, Des Moines, Iowa:

GENTLEMEN—We are regular shippers of grain from this point on the Illinois Central railroad. Have no great difficulty in securing cars to ship to points on this line, but if we wish to ship to other places we are delayed and put off from getting cars until frequently we are obliged to ship to points on the Illinois Central road, against our interests, in order to make room for stuff coming in. The agent here does his best, but the company put us off on one pretext or another in regard to the initial of the cars until we are almost obliged to sell in Chicago, when we could do better in other markets. Are we obliged to be thus treated? If not, how are we to proceed to get cars for points to which we wish to ship? We have been loading all kinds of eastern cars, but have been put off several days for a car to ship grain sold in Cincinnati, and loaded several for Chicago in the meantime. Please let us know in regard to this matter and oblige. Yours most sincerely,

WEDGWOOD BROS.

COPY OF ANSWER.

DES MOINES, December 18, 1895.

Wedgewood Bros., Storm Lake, Iowa:

GENTLEMEN—Yours of the 12th inst. has been received and submitted to the commissioners. It is the duty of the railway company to afford all reasonable and proper facilities for the interchange of traffic with other lines, and if the other lines over which you desire to ship

will offer or tender cars to the Illinois Central to be loaded at your place, it is the duty of that company to deliver such cars there and re-deliver the same to the line over which you desire the same forwarded, and that so offered or furnished the cars. If the company refuses to perform its duty in that respect, and you will keep a record of the dates you request cars, and the time they are furnished, if at all, or the time they are refused, if such should be the case, and then forward a statement of the facts to the commissioners, they will take the matter up with the proper official of the company, and see if the trouble cannot be remedied. Your present complaint is of rather too general a nature, and does not give the facts sufficiently in detail to furnish the proper basis for action by the commissioners.

You are aware, probably, that the Central cannot be compelled, under the present state of the law, to send its own cars off of its own line of railway; but, as before stated, it is its duty, under the law, to haul the cars of other lines, either loaded or empty, that are willing to furnish the same. The commissioners will be pleased to aid you in any way within their province, to obtain your rights in the premises. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

No. C. 1702—1896.

BENTON BROS., DALLAS CENTER,

v.

Station facilities—Depot closed 1 to 3
p. m.

CHICAGO, ROCK ISLAND & PACIFIC RY.

December 17, 1895, Messrs. Benton Bros., of Dallas Center, say:

Iowa Railroad Commissioners, Des Moines:

The railroad office at this place is closed from 1 P. M. to 3 P. M. The company gives to agent this time, so as not to have to pay him for over time. The business demands a man in the office at this time. They are the best hours for business in the day. Does this come under your jurisdiction, and have they any right to inconvenience the public in this manner?

It was thought best to present this case to Superintendent Gilmore, under whose supervision it was supposed to come, and it was so presented with the following letter:

C. N. Gilmore, Superintendent Des Moines Valley Division Chicago, Rock Island & Pacific Railway Company, Des Moines, Iowa;

DEAR SIR—Enclosed find copy of communication from Benton Brothers, bankers, Dallas Center, Iowa, in regard to alleged inconvenience to the public on account of the closing of depot at certain hours of the day, which is sent for your information and such consideration and reply as the case may seem to require.

This is sent you instead of to Mr. Truesdale, with the idea that you might prefer that this course be taken. If it seems to you a matter that should have been referred to him, if you will return it to this office that course will be taken.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

In reply to the above, under date of December 20th, Superintendent Gilmore says:

Referring to attached copy of complaint from Benton Bros., bankers at Dallas Center, account of our depot at that point being closed during certain hours of the day: I can only say in reply that we employ but one man at this station to perform the duties of agent and operator. We have no regular trains passing Dallas between the hours of 1 and 4 o'clock P. M., and on account of early and late trains making it necessary for agent to be on duty, and in order that his hours of work do not exceed twelve hours each day, we allow him to close his office and be off duty from 1 to 3 o'clock P. M.

As this is a matter that should properly have been taken up by the commissioners with our Mr. Truesdale, I would suggest that in case of my answer not being satisfactory to the commissioners, that the correspondence, together with my letter to you, be referred to him.

Yours truly,

C. N. GILMORE,
Superintendent.

Acting upon Mr. Gilmore's suggestion, on December 30th, the complaint was sent Mr. Truesdale, general manager, accompanied by the following letter:

Enclosed please find copy of complaint of Benton Bros., bankers, of Dallas Center, regarding alleged closing of your depot from 1 to 3 P. M. This was originally sent your Mr. Gilmore with the thought that he might possibly be able to adjust the matter, but upon further consideration, and as requested in his letter, same is referred to you for such answer as you may wish to file in the case.

To this, Mr. Truesdale says, under date of January 11: "We have arranged the hours of our agent at that point so that our depot there will be open each day from 1 to 3 o'clock P. M."

The Messrs. Benton Bros. were advised of contents of Mr. Truesdale's communication and as the difficulty complained of is thus removed the case is closed.

C. 1703--1896.

FRANK MOLLING, MILWAUKEE, WIS.,

V.

BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY COMPANY.

} Goods damaged in transit.

Under date of December 18, 1895, the following was filed in this office:

MILWAUKEE, Wis., December 18, 1895.

To Board Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Some time last May I shipped my furniture from Waterloo, Iowa, to Cedarburg, Wis., via Burlington, Cedar Rapids & Northern railway to Clinton, care of Chicago. Milwaukee & St. Paul from there to destination. Part of the goods were smashed when turned over to the Chicago, Milwaukee & St. Paul at Clinton, Iowa.

Sent a bill of the broken goods to claim agent at Cedar Rapids, Iowa. Did not hear from him, so, in course of a couple of months, wrote him again, when he asked me to send the original bill for repairs, etc. to him; am unable to do so, as I was a stranger here at the time and got stove repairs at some hardware store, but no bill, and am unable to locate store now. Some of the other goods have no bill for, because have not yet replaced same.

I enclose herewith a bill same as I sent to the claim agent at Cedar Rapids, Iowa.

If you doubt my words in regard to the condition the goods were in when they arrived at destination, the company's agent in Cedarburg, Wis., can tell you all about it.

Hoping that you will be able to settle this matter for me, I remain,

Yours truly,

FRANK MOLLING,

505 Twentieth street, Milwaukee, Wis.

With the above, Mr. Molling neglected to enclose his "bill," and he was so notified, and on December 27th filed the following:

MILWAUKEE, Wis., December 27, 1895.

W. W. Atsworth, Esq., Des Moines, Iowa:

DEAR SIR—Enclosed please find bill of goods damaged and broken by Burlington, Cedar Rapids & Northern Railway company, which I forgot to place in my former letter. Aside from this about one-half the dishes in a dinner set of 112 pieces were broken, but as I had not opened the case containing same when I sent the original bill to the company I presume it would be useless to try and collect for same now. The reason I did not examine the case with the dishes any sooner was that I packed said case myself and having done such work formerly while working in a store and knowing that same were packed properly, I thought it impossible for same to get broken in shipping. Am satisfied to let that part drop provided can get a settlement out of them for the other goods. The last letter I wrote to claim agent he did not even deem it necessary to answer. Hoping for better results for your efforts, I remain,

Yours truly,

FRANK MOLLING, etc.

COPY.

December 21, 1895.

B., C. E. & N. Ry. Co., Dr. to F. Molling:

For goods damaged in transit from Waterloo, Iowa to Clinton, Iowa:	
Repairs on cook stove.....	\$ 3.50
Repairs on heater.....	2.00
Repairs on dresser.....	2.00
1 rocker completely smashed.....	5.00
1 easel completely smashed.....	1.50
1 chamber set broken.....	4.00
Total.....	\$18.00

Both of the foregoing communications were forwarded to Mr. C. J. Ives, president of defendant road, accompanied by the following letter:

Enclosed please find claim received from Frank Molling, of 505 Twentieth street, Milwaukee, for \$18, on account of damage to goods in transit from Waterloo to Clinton, Iowa. This is interstate business, but I am directed to lay the same before you for such consideration or adjustment as you may be willing to make.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

No reply having been received from Mr. Ives, he was requested on February 4th to state to the board the result of his investigation, to which, February 6th, he says: "This claim was paid on January 30th, which explanation, I trust, is satisfactory." And as it is presumed by the board to be satisfactory, the case is closed.

C. 1704—1896.

CITIZENS OF CASCADE, BY BRUCE L. BALDWIN, ET AL.,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

} Inadequate freight train service.

Under date of December 19, 1895, Mr. Bruce L. Baldwin, acting for the citizens of Cascade, filed the following petition with the board and requested immediate attention for it:

We, the undersigned citizens of Cascade, Dubuque county, Iowa, representing the business interests of the town of Cascade, Iowa, do hereby petition your honorable body (as a last resort) to take action in our behalf, and compel the Chicago, Milwaukee & St. Paul Railroad company to give us service adequate to our business. In support of our complaint we set forth the following charges of incompetency and indifference on the part of said Chicago, Milwaukee & St. Paul Railroad company:

First.—The branch line of said railroad company entering this place is a narrow gauge road, and the only railroad line entering this place, having a monopoly that has become, under the management of Superintendent Stapleton, one of great arrogance.

Second.—That the transferring of merchandise and live stock has been so handled at Bellevue, the transferring station, as to cause great loss and damage to both live stock and merchandise, in direct violation of agreement on part of said company and of the law governing railroads in the state of Iowa.

Third.—That the aforesaid company has an insufficient number of cars on the said narrow gauge branch of its line (from Bellevue, Iowa, to Cascade, Iowa), to supply the demands of shippers on said line and the merchants doing business thereon; that in the past two months the one train on the line has been unable to transact one-half of the business.

Fourth.—That on Saturday, December 14, 1895, Mr. Stapleton, superintendent of the Dubuque division of the Chicago, Milwaukee & St. Paul road, informed Messrs. Hamilton & Kearney, grain dealers and lumbermen, that they must order grain for Cascade in moderate quantities, and not blockade the line, and as the gentlemen are not in the business to spite anybody, we think your honorable body can readily see the arrogance of the official.

Fifth.—We would further state that merchandise is detained in Bellevue from three to ten days because of an insufficient number of cars and a lack of desire on the part of said company to better the condition of affairs; that on said date, December 17, 1895, there were twenty-six standard gauge loads of Cascade freight in the Bellevue yards—fifty-two narrow gauge cars.

Sixth.—We would also inform your honorable body that in former years, under another and less playunish regime, and when the business was not so large by one-half, two trains were put on the line during the winter months and some deference given the business interests of citizens in Cascade and on the line of said narrow gauge branch of the Chicago, Milwaukee & St. Paul railroad.

Seventh.—That the indifference of the said company to the interests of the town of Cascade, as well as all others on said line, is one of long standing, and "forebearance having ceased to be a virtue," we appeal to your honorable body to urge an immediate relief of some sort, as the scarcity of corn for feeding, caused by a failure of the crop in this vicinity, insists that we have better service as soon as it is practically possible. And we would also call your attention to the lamentable condition we find ourselves in when we must submit to the dictation of a railroad official in the management of our business investments.

(Signed): H. L. Dehner, cashier of the Cascade bank; J. W. Beatty, cashier Farmers and Merchants State bank; D. M. Finley, M. D., president Cascade Electric Light and Power company; N. J. Leyton, mayor, manager Armstrong Implement house; Robert Quirk, alderman, live stock shipper; E. O. Aegerter, live stock shipper; Rean Bros. live stock shippers; Blseminus & Sauser, general merchants; M. Blseminus, alderman; Hamilton & Kearney, lumbermen and grain dealers; Chas. Lewellin, general merchandise; Jno. Reddin, general merchandise; May & Moore, general merchandise; E. J. Ginter, general merchandise; Thos. Kingsley, grocer and manager of Cascade mills; Crawford Bros., general merchandise; S. B. Beatty, alderman, furniture; A. McNally, alderman, hardware; J. H. Weber, city clerk, druggist; D. A. English, general hardware; Sauser & Strong, general hardware; Jomuy & McLee, blacksmiths and agricultural implement dealers; J. L. Conlin, harness dealer; Macomber & Beatty, implement dealers; Devlin Bros., clothing and harness; Jas. H. Devaney, crockery and silverware; C. A. Livermore & Co., druggists; L. H. McQuillin, real estate dealer; Dorchester & Hughey, lumber and merchandise; P. L. Lane, clothier; P. J. Fay, implement dealer; R. C. Wise, boots and shoes; Thos. A. Duskin, liquor dealer; Daniel Seery, liquor dealer; Ted Barrett, manager Dubuque Malt company; Bruce L. Baldwin, newspaper publisher; P. J. Conlin, secretary Co-operative Creamery company.

The case seeming to demand immediate action, the following was wired General Manager A. J. Earling:

"Mayor and citizens of Cascade complain of inadequate freight service. Claim situation grave one and immediate relief needed. Practically a blockade on that branch."

On the same date Mr. Earling says in reply:

"Our division superintendent reports business promptly moved on Cascade line. He was over the line Saturday. There is no delay except to hay and corn shipments, and this is on account of cars not being unloaded properly by consignees."

Mr. Earling's reply was sent Mr. Baldwin, in response to which he wires:

"Please accept thanks of the petitioners for prompt action. We stand by our petition and invite investigation."

The full text of the petition was forwarded Mr. Earling, with the following letter:

DEAR SIR—Confirming board's telegram of even date, I am directed to lay before you for your immediate consideration and attention, copy of a communication in the form of a numerous signed complaint from citizens of Cascade, alleging inadequate freight service on branch line of your road from Bellevue to Cascade, the complaint fully and specifically explaining itself as to the matters therein contained.

Following is Mr. Earling's reply:

CHICAGO, December 23, 1895.

Mr. W. W. Atsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—In reply to the complaint from the citizens of Cascade which was enclosed in your letter of the 19th, I have to say:

First.—The road between Bellevue and Cascade is of narrow gauge, and live stock is transferred from narrow gauge to standard gauge cars through transfer yards, which are maintained for that purpose. They are as conveniently arranged as it is possible to have them, and the transfer is made without injury to stock. The transfer of merchandise is made direct from car to car without damage or delay. Not a single complaint has been received by the company, either of injury to live stock or damage to merchandise. Merchandise received at Chicago up to 6 P. M. of one day is delivered at Cascade by 11 A. M. the following day, a distance of 195 miles.

Second.—With very few exceptions, all calls for cars have been promptly filled. Our superintendent recalls only a few instances when he was unable to supply a full stock cars on the date they were wanted, but they were invariably fully supplied the following day. I do not believe there has ever been a time when we have not promptly filled all orders for box or flat cars.

Third.—Our superintendent notified some of the receivers of corn and hay that unless cars were unloaded promptly at destination it would be impossible for him to furnish enough cars to handle the business without delay at Bellevue. The facts are, the shipments of corn and hay from other points on our lines to Cascade have recently arrived at Bellevue in such quantities that it could neither be transferred nor unloaded at destination without some delay, most of this business being handled directly from the cars to wagons at destination; unloading was, therefore, necessarily slow, and resulted in tying up the narrow gauge equipment longer than would have been the case if the freight had been unloaded into grain or store houses.

There is absolutely no truth in the statement that merchandise has been delayed from three to ten days at Bellevue. As stated above, there is no delay whatever to merchandise at that station. We have, however, within the past ten days had occasional delays to corn and hay, of from two to three days, by reason of the failure of consignees to unload cars promptly on arrival at destination. Yesterday there were only three loaded standard gauge cars at Bellevue to be transferred; these will undoubtedly go forward to-day.

In regard to the number of trains operated on this line, I have to say that the business is not sufficient to justify us in running more than one train, except during a portion of the fall and early winter months, when we run such extras as are required to move the business promptly.

It is the constant aim of the management to provide the best of service on all its lines. It does not presume to dictate as to the manner in which its patrons shall manage their business. In this case our superintendent simply called attention to the necessity for prompt unloading of cars in order that the equipment might be utilized to its fullest extent.

Yours truly,

A. J. EARLING,
General Manager.

A copy of Mr. Earling's reply was forwarded to Mr. Baldwin with the request to make such answer as he desired, and January 1st the following was received, which may be considered as closing the case:

CASCADE, Iowa, December 28, 1895.

Mr. W. W. Ainsworth, Secretary Board Railroad Commissioners:

DEAR SIR—The reply of Mr. A. J. Earling, general manager of the Chicago, Milwaukee & St. Paul, forwarded by you December 21th, is at hand, and has been individually perused by the petitioners, who desire to say that Mr. Earling assumes a great deal when he so sweepingly denies each and every charge of the petition, and they conclude that the gentleman has been greatly misinformed. The petitioners wish the board of railroad commissioners to understand them as being honest in their complaint, and if necessary, affidavits will be made to sustain every charge in the petition, and even more serious charges. As evidence that Mr. Earling either wantonly or ignorantly misrepresents the condition in his answer, I would inform you that one week from the day on which the railroad commissioners were informed of the condition, fourteen cars and one engine were added to the rolling stock of the branch.

In his answer he first says: "The transfer is made without injury to stock." Shippers have lost as high as 1,200 pounds to the carload of hogs by shrinkage, and rarely is the shrinkage less than 600 pounds.

His second paragraph, in which he says "I do not believe there has been a time when we have not promptly filled all orders for box or flat cars," is laughable, and plainly exposes his ignorance of the true condition which has existed.

Thirdly, he avers that the blockade was caused by delay in unloading at destination. During the rush this fall of business, the company's agent at this point acknowledges that he has not had one car on which to charge demurrage, and the consumers and dealers here will make affidavit that there was no delay here on account of failure to unload cars.

"There is absolutely no truth in the statement that merchandise is delayed from three to ten days at Bellevue," continues Mr. Earling, and again he is greatly misinformed, for evidence of the most convincing kind can be produced which will show that delays even more serious than that are an almost constant source of annoyance. In this same paragraph he says: "Yesterday there were only three standard-gauge cars at Bellevue to be transferred." The writer was reliably informed that on that date (December 22d) there were eleven standard-gauge loads in the Bellevue yards.

He says of the company, that "It does not presume to dictate to its patrons the manner in which they shall manage their business," and yet the company issued an order to its agents December 18th not to receive carload lots of grain for the Cascade branch. An affidavit to verify this is enclosed.

Having shown, and being ready to substantiate, any charge we have made against the Chicago, Milwaukee & St. Paul Railway company, we wish to say that the said company has, since the petition was forwarded to the commissioners, relieved the condition by putting on additional rolling stock and facilities for the handling of the present business, and thereby proven the untruthfulness of the general manager's declaration that the facilities were adequate to the demands. There our complaint ends. But we wish to be set aright before the board of commissioners, and are willing to stand by our petition in every particular, in order to establish ourselves in the eyes of the board as being honest in our complaint.

I am instructed by the petitioners to thank the honorable board and its worthy secretary for the prompt and business-like attention given our cause, and to say, that as citizens of the great commonwealth of Iowa we are pleased to know that executive affairs of the commonwealth are in such competent and worthy hands.

Very respectfully yours,

BRUCE L. BALDWIN,

In behalf of Cascade petitioners.

C. 1706—1896.

N. H. REINTS, APLINGTON,

v.

Insufficient train service—Stopping fast train.

ILLINOIS CENTRAL RAILROAD.

December 24, 1895, the following communication was filed with the board:

APLINGTON, Butler County, Iowa, December 23, 1895.

To the Honorable Board of Railroad Commissioners of Iowa, at Des Moines, Iowa:

GENTLEMEN—Aplington is an incorporated town of over 500 population, located on the Illinois Central railroad, in Butler county, Iowa.

There are seventeen shops and stores, besides three elevators, two lumber yards and two coal yards; also two wagon and blacksmith shops, one hotel, and flouring mill.

The above named branches of business are dependent upon the said railroad for facilities in freight and passenger service. For over twenty-six years said railroad has given the town a regular through night passenger service (except as below stated), and the business interests of the town are dependent upon such facilities; that two years ago said railroad company stopped said night service, whereupon this town petitioned your honorable body, demanding the return of said service; that said railroad company delayed the matter by correspondence until your honorable body set a date to hear the cause in Aplington, Iowa. Upon receiving said notice said company ordered service restored.

That by so doing said railroad company annoyed and inconvenienced the business men and the public generally for some two months time, and avoided a ruling by your honorable body.

That said railroad company has now issued a new time card and again deprived said town and community of its eastern night service, and giving only one passenger train in twenty-four hours.

That for a number of years trains have stopped on signal only, and that said town and community have been satisfied with the service.

That the said railroad company claims to be shortening time between Sioux City and Chicago, and that they can not spare time for the stop here asked for.

That said town and community demand the regular through night passenger service that we have enjoyed for over twenty-six years, and if said railroad company wishes to put on a special fast train the petitioners have no objections, so long as the services demanded are given.

That in view of the dilatory actions of said railroad company two years ago, coupled with the arbitrary and arrogant mode of not consulting the community that has for over twenty-six years held close relationship in a business necessary for both the company and the community, we, the petitioners, hereby ask of you a peremptory order restoring our right service at once, and setting a near date for hearing the evidence to be offered.

That justice and equity demand prompt and immediate action; that the company, by yielding two years ago, and now seeking to avoid their action then taken, have forfeited their rights to delay.

N. H. Reints, mayor and lumber dealer; E. L. Blackmore, M. D.; Weiss & Klingenberg, grain and coal dealers; J. A. Voeltz, dealer in live stock; J. H. Kerins; C. J. Fitzpatrick, postmaster; Exchange bank of A. M. Whaley, by O. G. W.; Thomas Wandby; Gerhardt Bros., general merchants; D. W. Wheaton, proprietor Aplington mills; H. H. Dreyer, general merchandise; George von Geepes, general merchandise; F. Bengen, harness dealer; E. W. Barber, general merchandise; F. B. Royce, lands, loans, etc., and forty-seven others.

On December 28th a copy of the petition was forwarded to Mr. J. T. Harahan, second vice-president of the Illinois Central railway, with the following letter.

Enclosed please find copy of petition or protest of citizens of Aplington, Butler county, Iowa, against your present arrangement of train service at that point in which they ask peremptory order restoring the condition of things which previously existed. Should you care to refresh your mind as to the case the petitioners speak of, please see report of this board for 1898, page 219, which report is on file in your office.

This matter has been delayed on account of the death of Commissioner Luke and inasmuch as the petitioners have made special demand for prompt attention, you will oblige the commission by giving this matter your earliest consideration and reply.

And following is Mr. Harahan's reply:

CHICAGO, January 4, 1899.

Hon. W. W. Atsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor 28th ult., received in my office December 31st, in reference to protest of citizens of Aplington, Iowa, as to our present train service to that point from the west.

We have recently readjusted our schedule between Chicago and Sioux City, making a considerable reduction in the time of our through trains between these points. The train which the citizens of Aplington desire stopped at that point is our fast vestibuled train which now leaves Sioux City at 6:30 P. M. and arrives in Chicago at 10:35 A. M., instead of 1:10 P. M., as formerly. Our vestibuled train for the west leaves Chicago at 2:20 P. M. You will note this enables people living along our line in Iowa to come into Chicago, do their trading and return to their homes the same day, which they could not do when the old schedule was in effect. They now have four hours and fifteen minutes in Chicago, as against one hour and ten minutes under the old arrangement. It is particularly advantageous to the people in western Iowa. The old schedule caused them a great deal of inconvenience and met with great objection.

It is important to the people of Iowa that this fast schedule be maintained. If the train was stopped at Aplington, we would be called upon to stop it at a great many other stations of the same size that have no better service than it has, and this would render it absolutely impossible for us to make the time.

The train referred to passes that station at 12:37 A. M., at which hour it is not probable there would be much passenger business to or from that point. We now have a fast stock train which stops at Aplington at 8:33 A. M., a local freight which stops there at 2:55 P. M., and a through passenger train (No. 4) which stops at Aplington at 5:35 P. M. The freight trains above mentioned carry passengers. We have also recently put on an additional freight train which passes Aplington at 2:45 A. M. It does not now carry passengers, but we can arrange to have it do so and so have it stop at Aplington, which, it seems to me, should meet all the requirements.

I believe you fully appreciate the importance to the people of Iowa of fast through train service, and think you will agree with me that we could not consistently discriminate in favor of Aplington by stopping this train at that point and failing to stop it at other stations of like size and importance.

The trains mentioned above as stopping at Aplington are east bound trains. We have west bound trains stopping there as follows: A through passenger train at 12:20 A. M., another passenger at 11:45 A. M. and a local freight at 9:25 A. M.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

A copy of Mr. Harahan's reply was forwarded to Mayor Reints, with the following letter:

DEAR SIR—Enclosed here is handed you for your consideration and such further statement, if any, as you may desire to file with the commission, the answer of General Manager Harahan, of the Illinois Central Railroad company, to your complaint in regard to train service. As bearing indirectly upon the case, I am directed to advise you that the commissioners are in receipt of a complaint of similar character from citizens of Alden.

In response Mr. Reints says:

APLINGTON, Iowa, January 8, 1895.

Hon. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Your favor of the 6th inst., with copy of letter of Mr. J. T. Harahan, in relation to petition of citizens of this town for relief in train service, duly received.

I beg to submit the following facts and statements to the honorable board of railroad commissioners:

First.—We have had, for over twenty-six years, a regular through night passenger service going east, and this train referred to in this matter is the train almost exclusively taken by our people in going to Dubuque, Freeport and Chicago, enabling us to arrive there in the morning. We cannot take a freight train ride at 2:45 A. M., east, as suggested by Mr. Harahan; it is not a good train to any of the above-named points for men, not to speak of ladies and children travelling.

Second.—Passengers going to Aplington from any station along the Onawa or Sioux Falls divisions of the Illinois Central railroad connect at Cherokee with this very train in question only, and are obliged to stop at Ackley, take a livery team to Aplington, or go to a hotel and take a freight train at uncertain times the next day, or the next passenger at about 5 P. M.; or they could go to Parkersburg and have about the same facilities to come to their point of destination sometime the next day. We claim this to be a hardship to the public, and a discrimination against this town and the traveling public of this town and country tributary hereto.

Third.—As to the statement of Mr. Harahan that the railroad company could not consistently discriminate in favor of Aplington as against other towns of like importance, I would hereby call the attention of your honorable board to the fact that the town of Williams, which is smaller than either Aplington or Alden or New Hartford, has a place on the new time card as a flag station.

Fourth.—We do not believe that many passengers would take this train in question from any point west of Waterloo, and ride from ten to eighteen hours, do their trading in Chicago for about four hours, and travel right home again for the same length of time. Even if it should happen occasionally, we submit it to be unjust to ignore the wants of the traveling people of this place and surrounding country.

Fifth.—As stated in our petition, we have no objection to the running of a fast vestibuled train by the Illinois Central Railroad company, but the facilities to get off or on the night passenger train at this place, which we have enjoyed for over twenty-six years, we demand as just, fair and reasonable, from a business standpoint, or any other.

Sixth.—In regard to the statement of Mr. Harahan that there would probably not be much passenger business at this point at 12:37 A. M., I would state that I have no recollection of a time when there was not one or more passengers to get off or on the train referred to, when I happened to come or go on that train, and I submit this as a general expression of our people.

Seventh.—I would again call the attention of the honorable board of commissioners to the fact as already stated in our petition, that about two years ago the same matter was brought to the board at that time; that the board, after a tedious correspondence between the mayor of this town, Mr. E. L. Blackmore, and the railroad company, set a day for a hearing of the case here at Aplington, when the Illinois Central Railroad company, without waiting for a decision, gave us back our train service as we had before.

In conclusion I would say, that we are not petitioning your honorable board for better service than we have had, but for relief, when the Illinois Central railroad takes away, without notice or consulting anybody of this town, the train service we have had for twenty-six years. Permit me to say, that we and the traveling public are suffering under this new time table, and we therefore ask of your honorable board an early action to restore to us the train service we are fairly entitled to.

Yours respectfully,

N. H. REINTS,
Mayor.

With Mr. Reints' reply the following from Mr. E. L. Blackmore *et al.* was received:

To the Honorable Railroad Commissioners at Des Moines, Iowa:

GENTLEMEN—Your note together with a copy of Mr. Harahan's letter is received. We are working in the interest of Aplington and vicinity, not in the interest of Chicago and its business. If the Illinois Central railroad wishes to put on a fast through train to compete with live opposition from Sioux City, let them do so, but to take away our regular through night service that we have had for over twenty-six years and herald it abroad as a new fast train in the interest of Chicago business is more than we are willing to stand, and we demand protection from your honorable body. Passengers from Sioux Falls or Onawa, or any stations on either branch of this road to this place have only the night train to come on and are compelled to stop over at Ackley. Only last week a citizen of this town bought a ticket to this place at Tara, and when he reached Ackley was compelled to get off and wait until a freight with uncertain time to come the rest of the way. There is scarcely a night that passengers do not either go or come on the train going east when same is stopped; and now we are obliged to hire conveyance to Parkersburg. Our liveryman said he signed the remonstrance without thinking; that he would not do so again, for it increased his business, as he had to haul passengers nearly every night to Parkersburg to take the train.

If you will look over your files two years ago when this question was up you will notice the same ridiculous statements about train service being supplied by freight trains. We claim that we are entitled to our regular night service that for over twenty six years has been given this town; that our business interests demand it, and that the railroad company cannot wilfully ignore our rights. We are not disposed to interfere with the progress of speedy transit on this railroad, but we claim that if the railroad company honestly desire to establish a fast service between Sioux City and Chicago their proper action would be to put on a special fast train and leave the regular night service as before. Whether the special would pay the company is not our lookout; if they have pride they must pay for the same. We hold in common with New Hartford and Alden that we are entitled to the same service that is given Williams; that our business interests are as large; our passenger traffic equal; they have the place on the time table we insist on having. We insist on action at your hands; we wish a peremptory order on the Illinois Central Railroad company giving us our regular through night service. We wish you to appoint a day to appear in this place and hear our evidence, and we believe we can induce you to grant us a permanent order on said company, and thus stop higgling in bringing up this matter again; and also to ask you to remember the trains ignore our town each day.

E. L. Blackmore, M. D., ex-mayor; O. J. Fitzpatrick, postmaster; O. J. Whaley, assistant cashier Exchange bank; F. D. Royce, lands, loans and insurance; L. A. Gerhardt, general store.

Following the above, Mr. E. L. Blackmore filed a further communication much of the same import as the former, presenting no new features, which, together with the others, were forwarded to Mr. Harahan with request that he make early reply, and under date of January 20th, Mr. Harahan says:

CHICAGO, January 20, 1896.

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favors of 6th and 10th inst. in reference to complaints of Furry Bros. of Alden, and Messrs. N. H. Reints, E. L. Blackmore, and other citizens of Aplington, as to our train service to and from Alden and Aplington, I have instructed that Alden and Aplington be made flag stops for our train No. 2, which is the train referred to in the communications addressed to the commission.

We will try this as an experiment. As I wrote you on the 4th inst., the time of this train is very fast, but if it can make its schedule and make these stops, we will continue to make them. If not, we will have to cut them off again.

Mayor Reints and ex-Mayor Blackmore were each furnished a copy of Mr. Harahan's reply, and each in reply objected to the phrase "as an experiment," and asked that the case be not closed, but as it has been the practice of the commission to close the case when the prayer of the petitioner has been granted, and for that reason the following letter was addressed to Mayor Reints on January 29th:

DEAR SIR—Your favor of January 27th is received and has been submitted to the commissioners.

I am directed to reply that inasmuch as you write "we have received notice that the train in question stops here again on signal, which is what we petitioned for," it is to be presumed the prayer of the petitioners in this particular is answered.

Should further complications present themselves in the future, such as you seem to fear, they may, if you desire, form the basis of a new complaint, but so far as at present advised, this may be considered closed. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

No. C. 1707—1896.

GEO. B. DAVIDS AND OTHERS, SANBORN,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

*Insufficient accommodations for passen-
gers in cabooses.*

Complaint filed December 30, 1895.

On December 30, 1895, the following was received by the board:

SANBORN, Iowa, December 22, 1895.

To the Honorable Railroad Commissioners of Iowa:

GENTLEMEN—The following eight men find ourselves on a stock train shipping stock to Chicago, and we are now occupying a caboose which is all in one room, no private or privy on the car. This seems to be the usual thing from McGregor southeast, and we pray you to investigate this shameful treatment and make the improvement necessary. Yours,

Signed: Geo. B. Davids, E. F. Hughes, E. T. Parker, B. J. Manst, W. H. Porter, N. M. Flannagan, Mar Hickey, W. E. Edgerton, J. C. Mason.

Dubuque, Iowa, December 22, 1895.

The matter was taken up with the respondent company, and on January 7, 1896, General Manager Earling made answer as follows:

CHICAGO, January 7, 1896.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—In answer to the complaint enclosed with your letter of the 13th ult., I have to say that owing to some irregularities in connection with train movements on the Dubuque division on the date named, we were unable to furnish a caboose having the necessary conveniences for the accommodation of passengers. We make it a rule to furnish regular stock drovers' cars on all of our stock trains, but in this case such a car could not be provided without delay to the train. We regret the circumstances were such that it could not be avoided. Yours truly,

A. J. EARLING,
Second Vice-President and General Manager.

Copy of foregoing was duly forwarded to Mr. Davids, for complainants, who made the following reply:

SANBORN, Iowa, January 15, 1896.

W. W. Ainsworth, Esq., Secretary, Des Moines, Iowa:

DEAR SIR—Yours of 10th with inclosure received, and I note what you say. I must say I am not very particular whether it is closed or not. I sent you a statement signed by eight or ten stock shippers then on a caboose near Dubuque on our way to Chicago. I note Vice-President Earling says they could not furnish a decent caboose for the shippers to ride in. That was a stock train and we paid for running the whole train. Further he says, "We make it a rule," etc. On the next division from Savannah to Chicago, the same train, December 22, 1895, reaching the union stock yards at 10 P. M., with a new set of trainmen and another caboose, I found on entering that there was a privy, which I used and noticed the trainmen's wardrobe was hung up there. I thought it a strange place for clothing to be kept. When I came out I was met by one of the trainmen and informed that was not for our use. I passed the word to two of the shippers to get possession and hold it as long as they wanted, but one hour after starting the door had been fastened and was not again opened on the way in. I

give you the above for what you think it is worth. If I make a complaint I am able to make the charges good, even by sworn testimony if necessary. You, of course, will act as you see fit, and I remain,
Yours truly,

GEO. B. DAVIDS.

Copy of this latter communication was sent General Manager Earling on January 17, 1896.

There seemed to be no further occasion for action by the board in this matter and the case is therefore closed.

August 20, 1896.

C. 1708—1896.

D. A. BLANCHARD, ADEL,

v.

DES MOINES NORTHERN & WESTERN RAILWAY COMPANY.

} Overcharge on buggy—Interstate.

Complaint filed December 30, 1895.

On December 30, 1895, Mr. D. A. Blanchard, of Adel, Iowa, filed with the board claim for overcharge on shipment of buggy from Chicago Carriage company, of Chicago Heights, Ill., to Adel.

Although this was an interstate matter, as is usually done in such cases, the complaint was taken up with the company complained of as shown by the following letter:

December 30, 1895.

J. N. Tittlemore, General Freight Agent Des Moines Northern & Western Railway Company, Des Moines, Iowa:

DEAR SIR—Please note, as per attached correspondence, that Mr. Don A. Blanchard, of Adel, complains to this board concerning alleged overcharge on shipment of one buggy from the Chicago Carriage company, of Chicago Heights, via your line, it occurring apparently, for the reason as stated in the letter from the Chicago Carriage company, dated November 27th, enclosed, that the weight on this buggy was erroneously raised from 400 to 2,000 pounds. Please note duplicate of your expense bill attached, dated May 15th; also original of the Elgin, Joliet & Eastern, on which buggy is billed at 300 pounds. Both expense bills state that the shipment consisted of two crates, one containing the body and gear and the other the wheels; also one pair of shafts. This is, of course, interstate business, but the commissioners believe you will cheerfully make any corrections that should be made, provided it appears upon investigation that any errors have occurred. With your answer please return all correspondence, as they are originals filed in the case.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

Under date of January 15, 1896, Mr. Tittlemore made the following answer:

DES MOINES, Iowa, January 15, 1896.

W. W. Ainsworth, Secretary Iowa Railroad Commission, City:

DEAR SIR—Further in reference to your letter of December 30th, and my reply, concerning one buggy shipped from the Chicago Carriage company to Mr. D. A. Blanchard, Adel, Iowa, in May last, I take pleasure in advising you that the matter is now in a good way of adjustment, as we have decided that the shipment was properly crated when it left the factory, and that the crating became disarranged in transit. This refers to our claim D2581, which we will pay very shortly. Yours truly,

J. N. TITTEMORE.

On March 17, 1896, Mr. Tittlemore advised the board that "we will pay Mr. D. A. Blanchard at Adel, and take his receipt. * * *"

Mr. Blanchard was so advised and this closes the case.

C. 1709—1896.

F. E. FURRY, ALDEN,

V.

} *Insufficient train service—Stopping
fast train.*

ILLINOIS CENTRAL RAILROAD.

January 3, 1896, Mr. F. E. Furry, of Alden, says:

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—The Illinois Central train known as Chicago express No. 2, has been put through this point without stopping.

This has worked an injury to many lines of business in our town, notably the restaurants, by having perishable express carried through; hotels, by having passengers intending to stop at this point carried through, and our newspaper, which finds its pouches refused as too heavy to be taken on board by the "gripper."

There is a point of honor in the matter also, which our business men do not overlook. We are not a suburb—not just yet. The town of Williams has this train, and is no larger than Alden. This is the next station west. Iowa Falls is somewhat larger than Alden, and has the train. It is the next station east. A party receiving a telegram at 5 P. M. yesterday, calling him east, must either have driven seven miles with the thermometer at minus eight, or wait until 4:30 this afternoon. Persons leaving Alden for Chicago have almost invariably taken this train, as it lands them at a seasonable hour. The afternoon train does not. Can this train be restored? Please let me hear from you.

F. E. FURRY.

Mr. J. T. Harahan, second vice-president of the Illinois Central, was furnished a copy of the above, and requested to reply, to which, January 10th, he says: "I will have this matter investigated and write you later;" and under date of January 20th Mr. Harahan further says:

DEAR SIR—Referring to your favors of the 6th and 10th inst., in reference to complaints of Furry Bros., of Alden, as to our train service to and from Alden. I have instructed that Alden be made flag stops for our train No. 2, which is the train referred to in the communication addressed to the commission.

We will try this as an experiment. As I wrote you on the 4th inst., the time of this train is very fast, but if it can make its schedule and make these stops, we will continue to make them. If not, we will have to cut them off again.

January 22, 1896.

F. E. Furry, Esq., Alden, Iowa:

DEAR SIR—Concerning the failure of the Illinois Central company to stop its train known as "Chicago express No. 2" at Alden, in regard to which you wrote this board January 3d, I beg to advise you that Vice-President Harahan of that company writes, under date of the 20th inst., that he has "instructed that Alden * * be made flag stop for our train No. 2," etc. Copy of his communication is enclosed herewith.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,

Secretary.

This closes the case.

C. 1710—1896.

J. R. HALLEY, NASHVILLE,

V:

} *Station service.*

CHICAGO & NORTH-WESTERN RAILWAY.

January 6, 1896, Mr. J. R. Halley of Nashville filed the following in the office:

GENTLEMEN—The Chicago & North-Western Railway company have a station at this point and they retain an agent, regardless of the petitions and pleadings of the community and patrons of the road, who quite often will not or does not open the station or build any fires for the accommodation of patrons for the accommodation train due here in the morning at 7:25, and it has been kept locked, passengers walking the platform until the passenger train was due.

If you get on the train without a ticket you are charged 10 cents extra; at the same time, as has been the case, their ticket office would not be open until the accommodation had come and gone.

Nor does their agent allow all patrons of the road equal rights when shipping.

Will you kindly give us an outline of how we shall present our grievances for your consideration, if your honorable body has any power therein?

An early reply will greatly oblige.

J. R. HALLEY,
Ex-Postmaster.

A copy of the same was on January 7th forwarded to Mr. W. H. Newman, vice-president of the Chicago & North-Western railway, accompanied by the following letter:

Enclosed you will please find copy of complaint of J. R. Halley, ex-postmaster of Nashville, Iowa, in relation to alleged incommodious train service, more especially in the matter of failure to open station a reasonable time before the arrival and after the departure of trains; also in regard to discrimination in treatment of shippers, as is more especially set out in his complaint.

In reply to the letter addressed to Mr. Newman, Mr. A. Sanborn, general superintendent, under date of January 18th, says:

DEAR SIR—You letter of January 6th addressed to Mr. Newman, enclosing copy of complaint from Mr. J. R. Halley, ex-postmaster at Nashville, in regard to alleged incommodious station service at that point, was referred to me and has received a very careful investigation.

I find the fact to be that Mr. Halley has been endeavoring for some time to secure the agency at Nashville himself, and his father some time since offered a certain party at Maquoketa \$50 if he would secure the station of Nashville for his son. I also find that sometime during 1895 our officials in Iowa found that our wood was being stolen at Nashville, and one of our detectives was sent there and found that this man Halley was one of the thieves. He was taken to Maquoketa where he admitted his guilt and was fined. Our conductors who run on this branch advise me that this agent has always met their trains.

In view of the facts which I have cited, I am convinced that Mr. Halley has not stated the facts. I have, however, cautioned our agent to be on hand thirty minutes before the trains are due to leave and have the station open at that time.

I trust the action taken in this case will be satisfactory.

Upon the receipt of Superintendent Sanborn's letter a copy of the same was sent to Mr. Halley, together with the following:

DEAR SIR—Enclosed you will please find copy of the answer of the Chicago & North-Western Railway company by the general superintendent to your complaint without date, received at this office January 6th, in reference to station service, etc. at Nashville.

Please advise this office whether the service is now satisfactory, that the case may be closed.

In reply Mr. Halley addressed a long communication to the board, reviewing by his personal statement the inefficiency of the station agent, but unsupported by petition or remonstrance of other citizens or business men of Nashville. This "review" was accompanied with clippings and proofs of Mr. Halley's good character, but as this was a matter over which this board had no supervision or control the following was on January 29, 1896, addressed to Mr. Halley, which may be considered as closing the case:

DEAR SIR—Yours of the 28th is received and I am directed to say in reply that the complaint seems to have assumed a type of personal vindication of character, rather than inefficiency of the agent in the conduct of his business as agent of the Chicago & North-Western Railway company.

If the agent in charge of the station is not qualified to so attend to the duties of his office as to be reasonably satisfactory to the business men and patrons of Nashville station, such inability would be a proper cause of complaint by such business men and patrons to this board, the same being expressed by their petition, and would receive the attention it merited.

Very respectfully yours,

W. W. AINSWORTH.
Secretary.

By order of the board.

C. 1711—1896.
 GEORGE S. REDHEAD, DES MOINES,

v.

} *Overcharge on young bulls.*

DES MOINES & KANSAS CITY RAILWAY CO. }

Complaint filed January 10, 1896.

George S. Redhead, live stock breeder and shipper, of Des Moines, called at the office of the board on January 10, 1896, and made the following statement:

That on November 11, 1895, he delivered to the Des Moines & Kansas City railway two cows and two calves, the calves being less than one year old, for shipment to Albany, Mo., via the Chicago, Burlington & Quincy from Leon; that prior to shipment he made inquiries as to rates through to destination, and was informed that it was \$26.29, which amount he prepaid; that this rate was something like \$2 higher than the rate by the Chicago, Burlington & Quincy proper; that at Leon the billing on the shipment was changed to two cows and two bulls, and on arrival at destination an additional charge of \$15.55 was demanded before freight was delivered; that this additional amount was paid under protest; that the same cattle, with one more calf, were shipped to him at Des Moines from Albany, Mo., about August 1, 1895, the freight on the whole being \$27.59, the carload rate. Mr. Redhead asked the return to him of the \$15.55 overcharge. He further stated that the expense bill had been filed with the Des Moines & Kansas City Railway company, and by them forwarded to the Keokuk & Western Railway company.

He was advised that this was interstate business, but also that it was believed by the commissioners that if any overcharge had been made it would, upon investigation, be returned to him by the respondent company, and with that end in view, the case was laid before Mr. A. C. Goodrich, general manager, for his investigation and answer.

On January 20, 1896, the following answer was received from Mr. Goodrich, copy of same being sent Mr. Redhead:

KEOKUK, Iowa, January 18, 1896.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I have yours of the 10th, and beg to explain that though the transaction took place before we took control of the road, I have investigated the matter, and find that the alleged calves were half-grown bulls. A man who saw them at time of shipment tells me they were about the size of Jersey cows, and well on towards 2 years old—altogether too bulky to go as *les*. The *cav* were charged for at regular tariff rates on such animals. I might add, also, that though the Chicago, Burlington & Quincy are said to have named the rate from Des Moines on which Mr. Redhead relies, that this road charged on them as bulls south bound, and the probable reason that they did not make a similar charge north bound was because they did not become aware of the nature of the freight. We have charged correctly so far as Des Moines & Kansas City is concerned, and can make no refund.

Yours truly,

A. C. GOODRICH,
 General Manager.

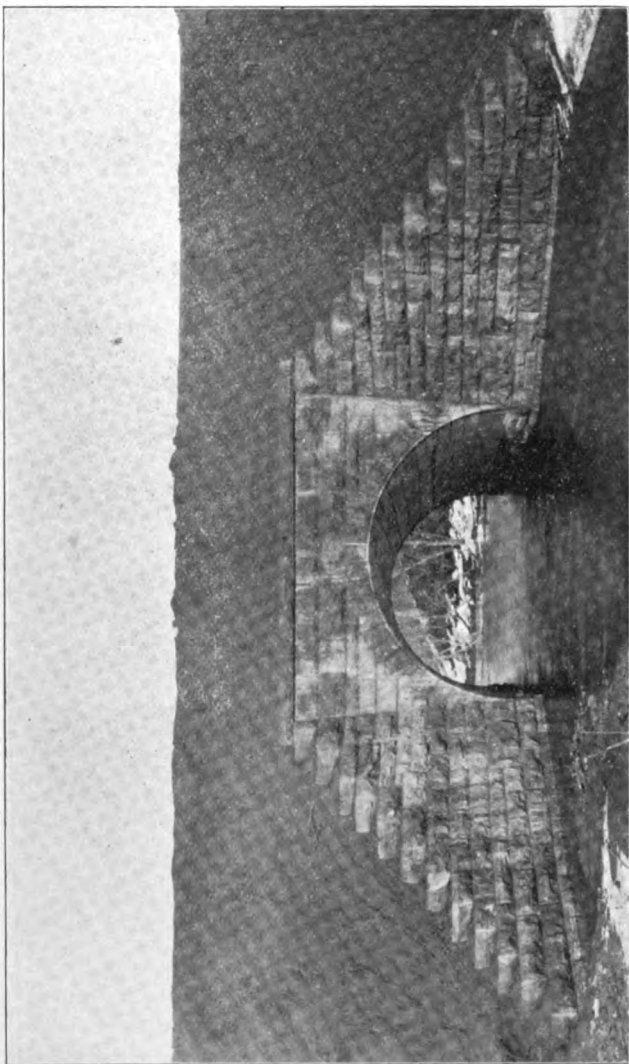
On February 11th the complainant filed affidavit of Charles G. Comstock as to age of calves, copy of which was sent Mr. Goodrich for his further attention.

Said affidavit reads as follows:

STATE OF MISSOURI,)
 COUNTY OF GENTRY,) ss.

On this 3d day of February, 1896, before me the undersigned notary public within and for Gentry county aforesaid, personally appeared Chas. G. Comstock, who on his oath states:

That he is the owner of the yearling bulls Christmas Gift, No. 60625, and Gentry Briton, No. 60622, which are the calves shipped to him from Des Moines, Iowa, to Albany, Missouri,



BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.
16-foot arch, near Waverly Junction, Iowa.

by George S. Redhead on November 11, 1895, with two cows, being the only stock ever shipped to him by said Redhead; and that said Gentry Briton was calved October 17, 1894, and said Christmas Gift was calved December 25, 1894.

The calves were dropped on affiant's farm near Albany, Missouri, at the dates stated; were loaned to said Redhead to be exhibited as the get of his bull, Ancient Briton, and shipped to him on August 23, 1895.

Affiant has no interest whatever in Mr. Redhead's claim for return of excess of freight charges, as he was to pay all the expenses on said calves for the loan of the same, and further states that there cannot possibly be any mistake as to the ages of the calves, which are also shown by the registration books of the Hereford association.

In witness whereof he has hereunto set his hand the day and year aforesaid.

Signed:

CHAS. G. COMSTOCK.

Subscribed and sworn to before me this 3d day of February, 1896. My commission as notary public will expire February 10, 1896.

[Seal.]

JAMES A. GOOD,

Notary Public.

Mr. A. C. Goodrich, for the respondent, again wrote the board on March 2, 1896, copy of which is herewith set out in full:

KEOKUK, IOWA, March 2, 1896.

Mr. W. W. Ainsworth, Secretary State Railroad Commission, Des Moines, Iowa:

DEAR SIR—Yours of the 25th ultimo and enclosures is received. As, of course you know, we did not control the road at the time the shipment of Mr. Redhead was made, and have no interest except to see that justice is done, should any action on our part seem to be required. I therefore referred the matter to Mr. T. C. Sherwood, superintendent of the road at the time the shipment was made, asking him what action should be taken, and I think his reply well expresses the facts. He says:

"Replying to your favor of 27th Inst., will say that you certainly need not pay this (Redhead's) claim and charge the old account. Mr. Redhead came to us and asked for rates on two cows and calves, intimating that they were sucking calves by the cows' sides. We made him a special rate for the Des Moines & Kansas City and quoted him the Iowa commissioners' rate for the Chicago, Burlington & Quincy. When the stock arrived at Leon it developed that while the calves were not over a year old, they were nearly so and as large as yearlings, and the Chicago, Burlington & Quincy changed the classification and rating. This merchant has not been overcharged on the Des Moines & Kansas City, and if there is any actual overcharge or real grievance it should be taken care of by the Chicago, Burlington & Quincy. I left some papers in my desk referring to this same case when I left Des Moines."

I do not see that I can add anything to what Mr. Sherwood has said and must repeat that we cannot entertain this claim. Yours truly,

A. C. GOODRICH,
General Manager.

Mr. Redhead was promptly advised of the position taken by the company. Inasmuch as the board has failed to bring about an amicable adjustment of the matter, and the shipment being interstate, over which the commissioners have no authority, the case is closed.

August 27, 1896.

C. 1712—1896.

FRED JURGENS, EVERLY, BY HIS ATTORNEYS, RECHOW & PUFAHL, BOLIVAR, MO.,

V.

} Overcharge.

CHICAGO, MILWAUKEE & ST. PAUL RY.

January 14, 1896, Messrs. Rechow & Pufahl, as attorneys for Fred Jurgens, formerly of Everly, Iowa, addressed the following letter to the board:

BOLIVAR, MO., January 13, 1896.

George W. Perkins, J. W. Luke, C. L. Davidson, Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—About one year ago Mr. Fred Jurgens, then of Everly, Iowa, chartered two cars from the Chicago, Milwaukee & St. Paul Railway company for the purpose of shipping

his household goods, farm implements, stock, etc., to Fairplay, Mo. He entered into a written contract with said company, under which they were to deliver the cars at Fairplay, Mo., at the rate of 23 cents per hundred pounds. One car contained 23,000 and the other 26,000 pounds, the capacity of each being 24,000 pounds. Upon arriving at Fairplay, the agent of the K. C., C. & S. Railroad company informed him that there was an overcharge of \$107.09, which he would have to pay before being allowed to take out his goods. Mr. Jurgens protested, but finally paid the amount under protest, in order to get his goods. He was further informed that this line had not made any overcharge (as you will also see from the enclosed copy of letter from J. J. Fletcher, the general freight agent, to us), but that the entire overcharge was from lines back of Kansas City. The agent also demanded of Mr. Jurgens that he deliver to him his copy of the contract and all papers in regard thereto, so that he could properly present his (Mr. Jurgens') claim to headquarters. In December, 1895, Mr. Jurgens received a letter from J. J. Fletcher (the enclosed being a copy), that they had the sum of \$22.39 due him as full amount of overcharges. This amount is less than one-fifth of the actual overcharge. We wrote the general freight claim agent of the K. C., C. & S. railroad, J. J. Fletcher, and asked for the contract and papers of Mr. Jurgens, but instead of sending them to us they sent everything to the Chicago, Milwaukee & St. Paul Railroad company, and from that time we have been unable to hear anything from either company.

As Mr. Jurgens is sorely in need of whatever is actually due him, we wish you would call the attention of the Chicago, Milwaukee & St. Paul to this matter as soon as possible and see what can be done, as certainly it is a gross outrage that the Chicago, Milwaukee & St. Paul company should charge nearly 100 per cent more than the original contract specified, while the K. C., C. & S. company make no overcharge at all.

Thanking you in advance for the favor, we are

Yours respectfully,

RECHOW & PUFABL.

COPY.

KANSAS CITY, Mo., November 29, 1895.

Mr. Fred Jurgens, Halfway, Mo.:

DEAR SIR—Referring to your claim presented March 15th through our agent at Fairplay for overcharge on emigrant movables from Everly, Iowa, to Fairplay, will state that we are in receipt of authority from our connection covering full amount of the overcharge, which amounts to \$22.39. We referred papers to our agent at Fairplay endeavoring to locate and he advises me your address as above. Will you kindly advise to what point you desire check forwarded to cover amount of the overcharge in question.

Yours truly,

J. J. FLETCHER,
General Freight Agent.

Claim No. 88740.

KANSAS CITY, December 18, 1895.

Messrs. Rechow & Pufahl, Attorneys at Law, Bolivar, Mo.:

GENTLEMEN—Yours of December 18th in regard to claim presented by F. Jurgens, for alleged overcharge on shipment of emigrant movables from Everly, Iowa, to Fairplay, Mo., has been received and in reply to same beg to advise that our eastern connection, Chicago, Milwaukee & St. Paul advise us that Mr. Jurgens was advised at the time of shipment that all in excess of ten head of live stock loaded in with his household goods would be charged at proportionate rates.

The amount we offered in the settlement is the amount due from lines back of Kansas City, as our line has not overcharged at all. I, however, refer to-day papers to the Chicago, Milwaukee & St. Paul, together with your letter, and have asked them to give same immediate attention.

Should you have occasion to refer to us again in this matter please give reference to our claim No. 88740. Yours truly,

J. J. FLETCHER,
General Freight Agent.

The following was addressed the attorneys:

GENTLEMEN—Yours of January 13th in reference to alleged overcharge on shipment by Mr. Fred Jurgens of household goods, emigrant movables, etc. from Everly, Iowa, to Fairplay, Mo., is at hand. I beg to advise you, first, that this is an interstate shipment over which this commission has no jurisdiction, their authority being limited to shipments beginning and ending in the state of Iowa, although such shipments might pass outside the state in transit; second, that in the absence of the contract to which you refer, it is impossible to learn from the papers whether your client has been overcharged or not, which, of course, could only be decided by the contract in question. A letter to you dated December 18, 1895, from Mr. Fletcher, copy of which you enclose, indicates that your client was informed at the time of the shipment that all live stock in excess of ten head loaded in with household goods would be charged

at proportionate rates. The above facts cited will show you that the prospect of securing a settlement which will be satisfactory to you, or rather, be in accordance with the statements made, to-wit, that the Chicago, Milwaukee & St. Paul has made practically a 100 per cent overcharge, are not especially flattering. However, in accordance with the custom of this office, your claim has been forwarded to Traffic Manager Bird of the Chicago, Milwaukee & St. Paul, for such attention as that company is willing to give it. This is done not because of any authority this commission may have in the case, but rather with the thought that companies usually show a willingness to make adjustment of any such cases where errors have been made. Copy of the answer of the company will be forwarded to you upon receipt.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

And in further attempt to adjust the difficulty the following was sent:

A. C. Bird, Freight Traffic Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—There is enclosed herewith for your consideration and such answer or adjustment as you may be willing to make, copies of correspondence of Rechow & Pufahl, attorneys for Fred Jurgens, in regard to alleged overcharge in matter of shipment of household goods, emigrant's movables, etc., from Everly, Iowa, to Fairplay, Mo.

This is sent you rather than to other parties for two reasons: First, because this board is of the opinion that you will be willing to make equitable adjustment if errors have been made, although this is an interstate shipment; and second, because of the statement contained in the papers, that the contract and other papers in the case have been forwarded by the delivering company to your own, or initial company. Copy of your answer will be forwarded to complainants upon receipt. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

To the above Mr. Bird replies, under date of February 5, 1896:

DEAR SIR—Replying further to your letter of January 15th regarding the claim for overcharge on a shipment of emigrants' movables, etc., from Everly, Iowa, to Fairplay, Mo., I have investigated the matter and find the case is as follows: Our rates on emigrants' outfits are comparatively low—materially less than the rate on live stock; but the tariff provides that the rates on emigrants' movables will apply on cars containing not more than ten head of live stock to the car. This allowance is considered liberal, as it is greater than the average number of animals moved by bona fide emigrants. The agent at Everly clearly stated the conditions of the 23¼ cent rate to shippers. The shippers claim that they were not so advised. We issued regular contracts to cover the emigrant outfit and ten head of live stock, but did not insert in the contract the rate that would apply, simply specifying "tariff." The cars were examined and found to contain in excess of the ten head per car under the rules. There was a bona fide overcharge of \$22.39 which has been paid. We think this is sufficient.

I have succeeded in getting these facts by writing to the Kansas City, Ft. Scott & Memphis company, who are the custodians of the claim. I have by their request returned the papers to-day. Yours truly,

A. C. BIRD,
General Traffic Manager.

A copy of Mr. Bird's reply was forwarded Messrs. Rechow & Pufahl, and as Mr. Bird's answer seems to be a full explanation of the overcharge, the case is closed without prejudice.

C. 1714—1896.

A. L. ORMSBY, EMMETSBURG,

v.

BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY.

30.14. 1896
432 PRODUCE EXCHANGE
Excessive freight charges on carriage—
Interstate.

Under date of January 15, 1896, Attorney A. L. Ormsby, of Emmetsburg, filed a complaint with this board of what he considered excessive freight charges, and it is hereafter written out in full to show the necessity of being well advised

as to the manner of shipping the various articles in order to secure the rate provided in the classification and rates promulgated by this board. Following is a copy of the original complaint:

I had shipped to me a carriage from Chicago, the weight of which is under 1,000 pounds. They billed it at 5,000 pounds, and charged me \$40 freight from Chicago. I paid the freight under protest, and have the freight receipt marked by the local agent, "paid under protest by A. L. Ormsby," signed "F. S. Appleman, agent." It was shipped over the Burlington, Cedar Rapids & Northern. What steps should I take to get this rebated?

Yours respectfully,

A. L. ORMSBY.

To the above the following was sent:

January 17, 1896.

A. L. Ormsby, Esq., Counsellor at Law, Emmetsburg, Iowa:

DEAR SIR—Yours of January 15th complaining of alleged overcharge on shipment of carriage from Chicago to Emmetsburg, the weight having been, according to your statement, "under 1,000 pounds," and the freight \$40, has been received. You ask: "What steps should I take to get this rebated?" Replying thereto I am directed to advise you that this shipment is interstate in its character and not within the jurisdiction of this commission, its authority being confined to shipments beginning and ending in the state of Iowa. It has been the practice of the commission, however, simply as a matter of courtesy, and with an endeavor to secure an amicable adjustment of differences between shippers and carriers where possible, to lay this class of cases before the roads for corrections of errors, if any have been made, and they have usually found that the companies have been willing to make adjustments on the above basis. This course will be taken in your case, if you so desire it.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

Here is Mr. Ormsby's response:

EMMETSBURG, Iowa, February 21, 1896.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Replying to your favor of the 17th ultimo, relative to overcharge on carriage from Chicago to Emmetsburg, I beg to hand you herein receipt from the Burlington, Cedar Rapids & Northern railroad, which the agent has marked: "Paid under protest by A. L. Ormsby.—F. S. Appleman, agent." I have had the carriage weighed and it weighed 955 pounds, although they billed it at 5,000. If you will kindly get the proper rebate in this case I will be much obliged. If affidavits or anything else are necessary in the matter you may kindly advise me and I will furnish them. Yours respectfully,

A. L. ORMSBY.

To which the board directed the following reply:

February 29, 1896.

A. L. Ormsby, Emmetsburg, Iowa:

DEAR SIR—Yours of the 21st inst, enclosing expense bill on shipment of one rockaway from Chicago has been received, this being a case on which you claim overcharge. It is noted that the expense bill specifies that the rockaway was "set up" instead of "knocked down;" that the expense bill also specifies "no protection;" this indicates that your rockaway, instead of being knocked down and crated in the ordinary manner, which would have entitled it to a lower rating, and could have been shipped in a box car, was sent you on an open car, for which the western classification, which covers interstate shipments, provides that "Articles loaded on open cars shall be charged at actual weight at classified rates, provided that in no case shall the charge for the shipment be less than for 5,000 pounds at first class rates for each car used, subject, however, to the maximum charge prescribed by rule 15. * * * If these assumptions are correct, and your first class rate from Chicago to Emmetsburg is 80 cents per hundred, the commissioners are of the opinion that as at present advised, you have not been overcharged. If these conclusions are incorrect, you can address them further in regard to the facts. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Following the above, Mr. Ormsby files the following letter and affidavit:

EMMETSBURG, Iowa, March 3, 1896.

Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I have your favor stating that from the freight bill you would judge that I had not been overcharged; that the bill for 5,000 pounds would indicate that the carriage was

shipped on an open car, when in fact it was shipped in a box car, the carriage being easily run in, and occupied but one end thereof. I enclose you affidavit relative to both the weight and manner of shipment, and trust that this will assist the matter.

Yours respectfully,

A. L. ORMSBY.

EMMETSBURG, Iowa, March 3, 1896.

A. L. Ormsby, being first duly sworn according to law, deposes and says that he is the identical person who paid the agent of the Burlington, Cedar Rapids & Northern Railroad company forty dollars (\$40) freight, under protest, for the shipment of one carriage from Chicago to Emmetsburg, Iowa; that the actual weight of said carriage was 935 pounds; that said carriage was loaded and carried from Chicago to Emmetsburg in a box car, securely closed, locked and sealed; that said carriage was protected in said box car by the nailing of 2x4 scantling cleats on the floor; that said wagon occupied one end of the car only; that the balance of the car was not devoted at all to the use of this carriage, and could have been, and probably was, used on its trip from Chicago to Emmetsburg for either through or local purposes; that I examined said carriage in said car before it was unloaded, and the above statements are from my own personal knowledge.

Witness my hand this 3d day of March, A. D. 1896.

A. L. ORMSBY.

Sworn to before me and subscribed in my presence by A. L. Ormsby, this 3d day of March, A. D., 1896.

[SEAL]

OLA A. BOSTWICK,
Notary Public.

Again Mr. Ormsby was advised as follows:

March 4, 1896.

A. L. Ormsby, Esq., Emmetsburg, Iowa:

DEAR SIR—Again referring to yours of March 3d, just received, in matter of shipment of your carriage from Chicago to Emmetsburg, I am directed to say that a rather hasty examination of Western Classification, under which your shipment would come, was the reason for the board's letter of February 29th, in which reference was made to the shipment having probably been made in an open car. Further examination of Western Classification under head of "Vehicles," page 95 (marked copy sent you, which please note and return), reveals the fact that "vehicles not otherwise specified, set up, loaded in box car, minimum weight 5,000 pounds each," take first-class rate. Had it been packed as per page 94 of the Classification, to-wit: "Boxed or crated, sufficiently knocked down to be loaded in box car," it would have been one and one-half times first-class, actual weight, or \$11.46. It having been shipped "Set up," "No protection," meaning without being boxed or crated, it takes first-class rate on minimum weight of 5,000 pounds, or \$40.

Of course you understand the commissioners, as indicated in their first reply, are ready to take this up with the railway company, provided there has been any overcharge, but they do not desire to do so until they are sure that the company has made an error, neither would you care to have them.

Please do not fail to return the copy of Western Classification sent you, together with any other statements, if any, which you may desire to lay before the board.

Under date of March 7th, Mr. Ormsby submits as his final statement the following, which will close the case:

GENTLEMEN—I have your favor of the 4th inst., and also the Classification of the Western Association, and note the minimum is 5,000 pounds, first-class rate, where vehicle is in box cars without protection, and I suppose there is no way to get out of it.

Regretting the trouble I have caused you in the matter, I return you to-day under another wrapper classification blank you sent me. Yours respectfully,

A. L. ORMSBY.

C. 1716—1896.

A. S. ALBRECHT, ET AL, CITIZENS OF MEDERVILLE,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY.

Petition for rebuilding station.

Herewith is copy of petition received at this office January 30, 1896:

To the Honorable Railway Commissioners of the State of Iowa:

The undersigned would respectfully petition your honorable body to require of the Chicago, Milwaukee & St. Paul Railway company the erection and operation of a suitable depot

at their station at the town of Mederville, in Clayton county, Iowa, for the accommodation and convenience of the public and patrons of said company, and as grounds for such request would respectfully represent that we are each and all residents of said locality, and of necessity patrons of said company and interested in shipping and travel from said station.

That the depot of said place was consumed by fire on May 7, 1893, since which time there has been constructed and used for such purpose a temporary structural frame building, inside dimensions 7 by 9 feet, which is inadequate for the accommodation of the public and to the proper discharge of the duties enjoined upon said company by law and the patrons' general welfare.

Accordingly we would ask that an order be made, or such steps be taken as will immediately cause them to commence the construction of such depot.

Respectfully submitted,

A. S. Albrecht, Charles McKinnis, Albert Albrecht, Wm. Brinkhous and sixty-five others.

Copy of the petition was sent to Mr. A. J. Earling with the accompanying letter:

A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—State Senator Everall and Representative Sullivan, the latter confirming from personal knowledge the statements therein contained, have presented to this commission the enclosed petition from citizens of Mederville, in Clayton county, asking an order for the "erection and operation of a suitable depot at their station." Kindly give the matter your early attention and answer. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

In reply to above Mr. Earling, under date of February 11th, says: "It is our intention to erect a new building at that place within the next two or three months."

Under date of April 14th Mr. Albrecht was asked "whether any further steps have been taken regarding the erection of your building," and on April 17th in reply he says: "The railroad company is building a depot at our place. Will be completed in ten days or two weeks."

As the prayer of the petitioners seems thus to be answered, the case is closed.

C. 1717—1896.

J. A. CONAWAY, CHARITON,

V.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD.

} Rates on excess over ten head of live
stock in car of emigrant movables.

On January 30th the following complaint was received from Mr. J. A. Conaway, of Chariton, addressed to the board:

DEAR SIRS—I have a case to submit to you for the purpose of gaining information, and, if possible, relief. I am intending to remove from here to Carbon, Wyo., and sometime ago applied to our local freight agent for information about shipping. I have a mixed load consisting of household goods, farm machinery and live stock. The agent informed me that I could only ship such a load by what they call "emigrant car" and produced a set of rules for loading such a car which excludes part of my load. They limit, he says, the number of live stock to ten head. I have fifteen, as follows: Six grown horses, one two-year-old, three yearlings, four weanlings and one cow. Without now taking up the question of their legal right to make such a rule, I will say, I know they frequently varied it and the agent here so admitted, but said it was only when the shipment was entirely over their line, otherwise they could not control the matter, but he submitted it to the division freight agent and on getting a reply informed me that the Union Pacific would not receive the car if the rule was varied. I applied to the Union Pacific and got permission to load as I desired, but am now informed by the Chicago, Burlington & Quincy that under no circumstances can more than ten head be loaded over their line. The four weanling colts and the cow, they say, must be shipped, if at all, the colts at one and one-half times first-class local freight rate and the cow one time such

rate, and the colts must be estimated to weigh 750 pounds each, and the cow, 2,000 pounds—about double the actual weight in both cases. The car rate quoted me to Carbon is \$120, or 60 cents per hundred on 20,000 pounds. Of that sum the Chicago, Burlington & Quincy get for pulling the car to Council Bluffs \$30.03. I am entitled to load 20,000 pounds and my load will amount to about that, and they say if I will put something else in that I have not got in place of these colts and cow that I have it can go free, but if they go I must pay them \$32.36 extra for taking them to Council Bluffs, only \$2.34 more than they get for pulling the car; but, with their well known generosity in their kind solicitude for my interests and convenience, to save me the trouble and expense of reloading at Council Bluffs, they will deny themselves the company of an extra car to take this prohibited stock, and will allow me to load it with the other stuff as part of the 20,000 pounds. Under their rules ten head of draft horses might be shipped that would weigh much more than my fifteen. In support of my statements that they vary their rule, I herewith give a memorandum of an "emigrant car" shipped the fore part of December last from here to Sheridan, Wyo., by Stephen Riddle of this place: Fourteen cows, eleven young bulls, one binder, one mower, timber for two bob-sleds, one buggy, one bull rake and 2,400 pounds rock salt. The shipment in this case was considerably longer than mine, but the freight was only \$90—33 per cent less. I have aimed to give you a complete understanding of this case and may have gone into details more than was really necessary, as your official duties must make you very familiar with the villainies of railroad companies.

Please inform me whether existing laws are such as to allow them to refuse my freight, or to hold me up and rob me as indicated? Also inform me whether you can afford relief, and if so, how soon, as I am here on expense and have been for the last three weeks. Please at least reply at once. I can refer you to Colonel Dungan, S. H. Mallory, or any other of our prominent citizens as to my standing. Yours truly,

J. A. CONAWAY.

P. S. I call your attention to the fact that the "emigrant car" rate is not a "cut rate," but is as high or higher than other freight rates. I enclose card giving horse and cattle rate by our freight agent. It was given some time ago, but he informs me it still remains the same.

COPY OF CARD.

FREIGHT OFFICE, CHARITON, August 6, 1895.

Horses, \$119.50 per 30-foot car; cattle, \$104.00; Carbon, Wyo.; 34 foot car, ten per cent additional, etc.

The complaint was forwarded to Mr. J. M. Bechtel, division freight agent at Burlington, accompanied by the following letter:

The enclosed from J. A. Conaway, of Chariton, fully explains itself. * * * The commissioners, of course, assume no authority over these matters, and this has been explained to the complainant; at the same time, noting certain circumstances named in his letter, and for that reason only, the matter is sent you for any attention you may see fit to give it, and with this request, that whatever your decision may be in the matter, you will kindly advise Mr. Conaway promptly upon the points named.

The following reply from Mr. Bechtel indicates that the case had been considered by him before the complaint from this office had reached him, by making provision for the extra five head of stock, so far as the respondent road is concerned, and this will close the case.

BURLINGTON, Iowa, February 5, 1896.

Mr. W. W. Ainsworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I have yours of February 4th, with copy of complaint made by J. A. Conaway, Chariton, Iowa. In answering same I attach copy of my letter under date of February 3d to our agent, R. L. Pepper, at Chariton, Iowa. You will note in this letter I have instructed our agent to accept the car containing extra head of stock, so far as our line is concerned, and bill it to Council Bluffs only. We could not, under our agreement, receive and forward a car of emigrant movables containing more than ten head of stock to a point on the Union Pacific road, but there is no objection, so far as we are concerned, to receiving and forwarding this car to Council Bluffs, and, as the gentleman advised that he had made arrangements with the Union Pacific road, we permitted it to be billed to our terminal.

Hoping that this letter, which was written the day before yours was written to me, will settle the complaint, I am Yours truly

J. M. BECHTEL,
Division Freight Agent.

COPY.

BURLINGTON, Iowa, February 3, 1896.

Mr. R. L. Pepper, Agent, Chariton:

DEAR SIR—Please see the attached from J. D. Hardin, live stock agent. You may bill this car, locally, Chariton to Council Bluffs, at our local rate on emigrant outfit, car lots, and consign it to Council Bluffs as destination, issuing B. L. to Council Bluffs only, Carbon not to be known in the deal at all. We cannot consign it to a point on the Union Pacific railway loaded with extra head of stock. If the gentleman has made arrangements with the Union Pacific to handle it, why of course we can rebill it from Council Bluffs.

Please send me copy of the billing with return of these papers as soon as the car goes forward. Advise him also. Yours truly,

J. M. BECHTEL,
Division Freight Agent.

C. 1718—1896.

L. R. BINGHAM & SON, ESTHERVILLE,

V.

BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY.

Perishable freight—Reasonable facilities for storing and shipping.

February 1, 1896, was the date on which the following was received at the office of the commission:

ESTHERVILLE, Iowa, January 31, 1896.

"NOTICE TO SHIPPERS.

"Shipments of all descriptions must be delivered, together with shipping ticket, at freight office not later than 6 o'clock P. M. each day. Shipments received after time stated above will be held at owner's risk until the following day.

W. L. KENDALL,
"Agent."

State Railway Commissioners:

GENTLEMEN—Above is a notice clipped from one of our town papers of January 30th. Mr. Kendall, local agent of the Burlington, Cedar Rapids & Northern railway, notified us personally yesterday that all our shipments would have to be at the depot by 6 o'clock. If they were to leave that night the requirement would not be unreasonable, but such is not the case. The local freight train leaves at 7:10 A. M., and it has been our custom for years to take our shipments of butter, eggs and poultry to the train in the morning. The company provide no refrigerator at the depot, and the effect of varying temperatures of both extremes, summer and winter, would simply be disastrous from 6 P. M. to 7:10 A. M. to perishable property like the above.

Kindly answer us this question: Does not the law provide some limit of time previous to the schedule time of the departure of a freight train up to which shipments, if at the freight depot and billed out, must be received and loaded? Also, would the law uphold this agent in requiring perishable or other freight to be at the depot thirteen hours previous to the departure of its train? An early reply will greatly oblige,

Yours truly,

L. R. BINGHAM & SON.

A copy of Messrs. Bingham & Son's complaint was forwarded to Mr. C. J. Ives, president of respondent company, accompanied by the following letter:

DEAR SIR—There is sent you herewith, by direction of the board, copy of communication from L. R. Bingham & Son, Estherville, in the matter of time required before the departure of train in which property to be transported thereon shall be at the depot. Before expressing any opinion as to what would be reasonable facilities for the protection of perishable property in the "varying temperatures of both extreme summer and winter" as mentioned by complainants, the commissioners prefer to receive your reply to this complaint, to which your attention and answer are respectfully requested.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

Messrs. Bingham & Son were advised of the action of the board by the following:

GENTLEMEN—Yours of the 31st ult., calling the attention of this commission to the regulation of the Burlington, Cedar Rapids & Northern Railway company in matter of having shipments of perishable freight at the depot by or before 6 P. M., has been received and noted. You ask whether the statute does not provide "some limit of time previous to the schedule time of the departure of a freight train up to which shipments, if at the depot and billed out, must be received and loaded," also "would the law uphold this agent in requiring perishable or other freight to be at the depot thirteen hours previous to the departure of the train?" Replying thereto, I am directed to state that the commissioners are not aware of any statute limiting the time to which you refer, in so many words, but the general provisions of the laws governing such matters, as well as the rulings of the courts, are that they shall be reasonable. Without at this time entering further into a detailed discussion or statement in the matter, it may be said in general terms that common carriers are required to furnish reasonable facilities for the transaction of the business offered on their lines, and the case has been taken up by the commission with the company upon the question of whether its requirement to have perishable property at its depot thirteen hours before its shipment, without further protection to such property than the ordinary freight depot, is furnishing such facilities as under the circumstances would be regarded as reasonable.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

Before Mr. Ives had time to reply Messrs. Bingham & Son addressed the board as follows, which may be considered as closing the case:

ESTHERVILLE, Iowa, March 5, 1896.

W. W. Ainsworth, Secretary:

DEAR SIR—Yours of the 4th instant at hand. We regret that we failed to state in ours of the 31st ultimo that we did not wish the matter taken up with the Burlington, Cedar Rapids & Northern. Our intention was simply to find out what our rights are, so that in case it became necessary we could maintain them. The company's agent, Mr. Kendall, has already arranged the weighing of our shipments, so as to cause us very little inconvenience and permit us to load in the morning as usual. It seems the order was given in order to allow personal supervision of the weighing of certain parties' shipments, who had caused some trouble in their billing. We thank you for your interest in our behalf.

Yours very truly,

L. R. BINGHAM & SON.

C. 1719—1896.

J. F. VINCENT, PROPRIETOR OF UNION
STOCK YARDS, AND
THE COMMERCIAL EXCHANGE, DES MOINES,
IOWA,

v.

THE CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

Refusal to switch cars, to receive and forward freight, to allow cars to go off its own line when destined to Union Stock Yards, Des Moines—Discrimination in furnishing cars, in switching charges, etc.

Complaint filed February 13, 1896.

J. F. Vincent, and the Commercial Exchange, of Des Moines, Iowa, hereby complain against the Chicago, Rock Island & Pacific Railway company, for violating the laws of the state, and disregarding the established customs and regulations of your honorable board, in that they have, on numerous occasions, refused to accept freight or furnish cars, transport cars, or deliver to connecting lines for switching to the stock yards, cars hauled over its line to Des Moines, destined to said yards, and has otherwise discriminated against said complainant Vincent in a manner contrary to the statutes in such cases made and provided, as is set forth below:

First.—The said J. F. Vincent, at great expense and labor, in the year 1895, did purchase grounds, lay out extensive stock yards, fence the same, erect numerous pens, chutes, warehouses, scales, etc., pertaining to and necessary for well-equipped stock yards; that, recognizing the extensive cattle, hog and sheep interests of central Iowa, the favorable inducements held out under the railway laws of the state for reasonable transportation within the state, and relying upon the good faith of the various railway lines centering at Des Moines,

in affording transportation facilities to said city and its industries, he was induced to make said investments in the state.

Second.—That said stock yards were opened for business in December, 1896, and began business with flattering prospects; cars of stock came from various points over different roads, buyers and orders from eastern points were ready to take all shipments offered at remunerative prices, and we would to-day be doing a flourishing business, we believe, had this state of affairs in relation to in-shipments continued.

Early in January, 1896, the respondent road, through its Des Moines employes and agent, notified Complainant Vincent that it would no longer receive or transport cars of stock from points on its line to the stock yards at Des Moines, as formerly. An order was sent to the local agents along the line of said railway, forbidding the loading or shipment of any cars of stock to said Vincent, until further notice, thus in express violation of the statute shutting out the shippers of central Iowa, on its line, from the markets and competition that the union stock yards were affording them, and depriving Complainant Vincent of the advantages our markets afford him, under Iowa laws, of a large stock business, and a market for eastern buyers, thus rendering his property useless and non-profitable, and depriving Des Moines of the fruits of a very desirable industry.

Complainants aver and charge:

First.—That respondent road has wilfully violated various provisions of the statutes of the state, among them section 2039 of the code of Iowa, to-wit:

"SECTION 2039. It shall be the duty of any railroad corporation when within their power to do so, and upon reasonable notice, to furnish suitable cars to any and all persons who may apply therefor, for the transportation of any and all kinds of freight, and to receive and transport such freight with all reasonable dispatch, and to provide and keep suitable facilities for the receiving and handling the same at any depot on the line of its road; * * * and also to receive and transport in like manner the empty or loaded cars furnished by any connecting road, to be delivered at any station or stations on the line of its road, to be loaded or discharged, or reloaded and returned to the road so connecting; and for compensation it shall not demand or receive any greater sum than is accepted by it from any other connecting railroad for a similar service."

Now therefore, the said respondent road has refused and still refuses to accept cars of stock from shippers on its line of road when destined to the stock yards of said complainant, except upon terms that are unjust and illegal, as is manifest by letters hereto attached and other evidence that can be produced; it has deprived Complainant Vincent of all access to the markets on its line of road; it refused and still refuses to permit its cars to be switched to the yards by connecting lines, except upon such terms as respondent dictates, which are unreasonable, exorbitant and contrary to the statute.

Your complainants, therefore, pray your honorable body to examine into said matter at an early day, and compel said respondent railway company to afford complainant such relief in facilities for transportation, switching, etc., as he is entitled to under the rules established by your honorable commission, and the laws of Iowa relating to the same.

(Signed)

J. F. VINCENT,
COMMERCIAL EXCHANGE,
O. L. F. BROWNE, Sec'y,
Complainants.

The same day upon which the complaint was filed a copy thereof was forwarded to Mr. W. H. Truesdale, general manager of respondent company, with request for an early reply.

February 19th the following letters were filed by the plaintiffs with request that they might be considered as belonging to or be made a part of the original complaint:

AUDUBON, Iowa, January 24, 1896.

Mr. Mallory, Son & Co.:

DEAR SIRS—I have inquired with our agent about billing hogs to Des Moines union stock yards. He will not do it, so we are still sending to packing house.

Yours very truly,

JOHNSON & NELSON.

DES MOINES, Iowa, January 27, 1896.

J. F. Vincent, Esq., Manager Union Stock Yards, Des Moines, Iowa:

DEAR SIR—In line with our conversation and our general understanding, we have to-day withdrawn the instructions to agents recently enforced as to receiving shipments of live stock to be delivered to the Des Moines Union stock yards, and have instructed agents that

they may now receive shipments for the Des Moines Union stock yards at this point, with the understanding:

First.—That the Des Moines Union stock yards shall arrange for the prompt handling of the Chicago, Rock Island & Pacific company's cars to and from its connecting tracks with Des Moines Union railway.

Second.—The Des Moines Union stock yards will furnish the Rock Island company actual weights on all shipments of live stock from all points on its lines into the stock yards.

Third.—The Chicago, Rock Island & Pacific Railway company shall be given the same percentage proportion of the total shipments forwarded from the yards that the receipts from the Rock Island road stations bear to the total receipts via all lines.

Fourth.—It is understood that the Union stock yards at Des Moines agrees to give the Rock Island company its proportion of the out shipments so long as tariff rates are maintained by other lines.

Fifth.—It is understood that the Rock Island company is not to bear any proportion of expense for handling stock between its tracks and the Union yards company.

Sixth.—The Chicago, Rock Island & Pacific company is to continue receiving live stock for the Des Moines Union stock yards, consigned as above, so long as the stock yards company carries out in good faith the above provisions of this agreement, but failing of which the Rock Island company may terminate the arrangement at once.

Kindly acknowledge receipt and concur in this understanding.

Yours truly,

C. J. PHILLIPS.

Copies of these subsequent filings were also sent Mr. Truesdale, accompanied with the following letter:

In further reference to the complaint of J. F. Vincent and the commercial exchange of the city of Des Moines against the Chicago, Rock Island & Pacific Railway company, in matter of shipments over your line consigned to the union stock yards, enclosed please find herewith copies of letters referred to in petition of complainants, but which were not sent you when complaint was forwarded, for the reason that they were not filed until to-day.

For answer to the above and forgoing Mr. Robert Mather, general attorney for the Chicago, Rock Island & Pacific railway, on February 22, 1896, files the following:

STATE OF IOWA—SS.

Before the board of railroad commissioners.

J. F. VINCENT, PROPRIETOR OF THE UNION STOCK
YARDS AND THE COMMERCIAL EXCHANGE,
DES MOINES, IOWA, *Complainants*,

v.

THE CHICAGO, ROCK ISLAND & PACIFIC RAIL-
WAY COMPANY, *Respondent*.

Now comes the Chicago, Rock Island & Pacific Railway company and for answer to said complaint says:

First.—This respondent owns and operates a line of railway extending from the city of Chicago, in the state of Illinois, through the city of Des Moines to the city of Council Bluffs, in the state of Iowa, and to points in states west and south thereof. It is engaged in the business of a common carrier and is a carrier of live stock between the termini and intermediate points of its said line of railway. It has established at the city of Des Moines, in the state of Iowa, on its said line of railway, has long maintained and now maintains stock yards for the receipt and delivery of live stock and said stock yards are adequate and ample for all purposes of receiving, caring for and delivering all live stock which, in the operation of respondent's business as a common carrier of live stock, may reasonably be expected to be received by this respondent at any point on its said line of railway for transportation to the said city of Des Moines. This respondent avers that having established and now maintaining said stock yards, this respondent performs its entire duty both to the public and to the shippers of live stock on its line of railway and fulfills all the laws of the state of Iowa with reference thereto by delivering at said stock yards all live stock offered to or received by this respondent for transportation to said city of Des Moines, and that this respondent is not required by law to deliver live stock transported over its said line of railway to said city of Des Moines at any other stock yards within the city of Des Moines than the said stock yards so established and maintained by this respondent, or to deliver live stock so transported by this respondent to any other railway company in the city of Des Moines for delivery by said railway company to any other stock yards.

Second.—This respondent admits that said J. F. Vincent has established certain facilities for stock yards in the city of Des Moines, but this respondent avers that the establishment of such facilities does not confer upon the said J. F. Vincent or upon any other person or persons the right under the law to demand that this respondent should make deliveries of live stock transported by it to said city of Des Moines, at the said stock yards of the said Vincent or elsewhere than at said stock yards of this respondent. And respondent further avers in this behalf that the said Vincent, before constructing his said stock yards, was advised and informed that this respondent would not consider itself bound under the law in the event of the establishment of such stock yards to make deliveries of live stock, and would refuse so to do.

Third.—This respondent denies that it has ever failed or refused to receive and carry any live stock offered to it for transportation over its line of railway to the said city of Des Moines, but admits that for a period of time after the establishment of said stock yards of said Vincent, this respondent did refuse, as it lawfully might, to make delivery of live stock transported by it to the city of Des Moines at the said stock yards of the said Vincent, or to receive at said stock yards of said Vincent live stock to be transported over its line of railway and insisted, as it lawfully might, that it would make delivery of all live stock transported by it to the said city of Des Moines, at the said stock yards of this respondent in said city, and would receive only at its said stock yards live stock to be transported by it over its said line of railway from said city of Des Moines. This respondent denies that in so doing it violated the provisions of section 2039 of the code of Iowa or any other provisions or requirements of law.

Fourth.—This respondent avers that subsequently, although not required so to do by law, this respondent consented to receive on its line of railway shipments of live stock to be delivered at the said stock yards of the said Vincent upon certain conditions which are correctly set forth in the copy of a letter from O. J. Phillips to said Vincent, attached to the complaint herein. This respondent avers that inasmuch as it might not by law be compelled to make such deliveries at the stock yards of said Vincent or to deliver its cars loaded with live stock to any other railway in the city of Des Moines for the purpose of making delivery thereof at said stock yards of said Vincent, this respondent was and is entitled to impose and insist upon the conditions in said letter set forth.

Fifth.—This respondent avers that since the date of said letter this respondent has received all live stock offered to it for transportation and consigned to the said stock yards of the said Vincent, has promptly carried the same to the said city of Des Moines and delivered the same to the Des Moines Union Railway company for delivery at the said stock yards of the said Vincent. This respondent insists that its course in this behalf is one of favor and accommodation to the said Vincent and not a right which he or the complainants herein may demand.

And having fully answered, respondent prays that said complaint be dismissed.

C., R. I. & P. Ry. Co.,

By Robt. Mather, its General Attorney.

Mr. O. L. F. Browne and Mr. J. F. Vincent were furnished copies of Mr. Mather's answer and in response requested that a hearing be given all interested parties at the earliest possible date. In accordance with this request and the custom of this board in such cases, Friday, February 28th, at 10 o'clock A. M. at their office in Des Moines, was fixed as the time and place when and where said hearing would be held, and parties to the case were so notified. February 25th Messrs. F. T. Campbell and Earle & Prouty, attorneys for the complainants, filed the following additional papers.

STATE OF IOWA—SS.

Before the board of railway commissioners of Iowa.

J. F. VINCENT, PROPRIETOR OF THE UNION STOCK
YARDS, AND THE COMMERCIAL EXCHANGE,
DES MOINES, IOWA, Complainants,

v.

THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY
COMPANY, Respondent.

*Motion for order on defendant to produce
papers and correspondence.*

Come now the complainants in the above entitled matter, and move the board of railway commissioners for an order upon the respondent railway company, directing that the said respondent furnish the said board of railway commissioners, for its use and the use of complainants upon the hearing, the original, or correct copies, of:

First—All orders and instructions of said respondent to its several agents and employees, with reference to the stock yards of complainant.

Second—All correspondence, or correct copies thereof, between the said respondent and the Des Moines Union Railway company, the Chicago, Burlington & Quincy Railroad company, and the Chicago & North-Western Railway company, referring to the stock yards of complainants; and more particularly, copies of all letters from respondent to either of said railway companies, or from respondent to any of its agents, referring to the stock yards of said complainant.

Third—Copies of all letters from respondent to any of its agents or employees, or to either of the railway companies above mentioned, referring to complainant's stock yards, or to furnishing of cars, or transportation or switching connected therewith.

F. T. CAMPBELL,
EARLE & PROUTY,
Attorneys for Complainants.

Pursuant to notice Mr. Browne and Mr. Vincent appeared in person and by their attorneys, Mr. Campbell and Messrs. Earle & Prouty. The respondent company was represented by Mr. Robert Mather, general attorney of the Chicago, Rock Island & Pacific railway, and by Mr. Carroll Wright, the local attorney of said company. There were also quite a number of citizens present as spectators or interested parties. At the hour named in the call the meeting was called to order and the complainants were requested to make such statement of their case as they might desire to sustain the allegations set forth in their complaint. Mr. Earle responded by saying: "Arrangements had been made, which, if lived up to, would obviate the necessity of carrying this case further at this time."

Mr. Carroll Wright made somewhat extended remarks, explaining in detail the position taken by the Chicago, Rock Island & Pacific and claimed that for the thirty days last past his clients had in all respects filled the requirements of common carriers.

Mr. Campbell and Mr. Earle in their replies admitted the correctness of Mr. Wright's statement so far as the past business was concerned but had serious apprehension for the safety of future transactions and the stability of trade and shipments to the Union stock yards. Mr. Wright followed in brief remarks much upon the same line as before and the *in de* following proposition:

Rock Island to receive shipments and deliver same to Des Moines Union for Union stock yards, and to continue to do so in good faith. Rock Island not to pay any switching charges.

(This is the basis of the agreement between parties. Read and agreed to by I. M. Earle and Carroll Wright in the presence of each other and of the secretary of this board.)

Upon the acceptance of the foregoing agreement, and the thus satisfactory settlement of the difficulty, the case was, upon the motion of complainants, dismissed, and is therefore closed.

C. 1720—1896.

M. A. WAKEMAN, OTHO,

v.

MINNEAPOLIS & ST. LOUIS RAILWAY CO.

} *Farm crossing.*

February 20, 1896, Mr. Wakeman of Otho filed the following:

OTHO, Iowa, February 19, 1896.

Honorable Board Railroad Commissioners:

GENTLEMEN—The section foreman on the Minneapolis & St. Louis railroad has taken up the plank at the crossing in my field and refuses to replace. We are hauling heavy loads across the track and need the plank replaced. Will you please call the company's attention to the matter and oblige
Yours,

M. A. WAKEMAN.

The case was immediately taken up with Mr. A. L. Mohler, general manager Minneapolis & St. Louis railway, with the request that he reply, and under date of February 28th Mr. Mohler says:

DEAR SIR—Your favor of the 20th inst. containing complaint of Mr. M. A. Wakeman of Otho, Iowa, received, the matter investigated and the planks ordered to be replaced at once.

In winter it becomes necessary to temporarily remove the planks at the various crossings along the line in order to admit of the use of our flanger during snow storms, but as soon as spring opens up or we are advised that the replacement of planks is necessary to enable farmers to use the crossings, the work is promptly done.

Your letter is the first intimation we have received that Mr. Wakeman desired to use his crossing.

Trusting this explanation will prove satisfactory, I remain

Yours truly,

A. L. MOHLER.

Mr. Wakeman was advised of the position taken by Mr. Mohler and requested to inform the board "whether the crossing is now repaired to your satisfaction?" to which, March 4th, he says: "In reply to yours of February 29th, would say the crossing referred to has been replaced and is satisfactory. Please accept thanks for your trouble in the matter." For this reason the case is closed.

C. 1721—1896.

BENJAMIN MOUW, AND OTHERS,

v.

WARWICK HOUGH AND SAMUEL J. BEALS,
RECEIVERS SIOUX CITY & NORTHERN
RAILROAD.

Dangerous highway crossing.

Complaint filed February 20, 1896.

On February 20, 1896, there was filed a complaint of Benjamin Mouw, of Sioux Center, Iowa, calling the attention of the commission to a dangerous highway crossing on the section line road running between sections 5 and 8, township 95 north, range 45 west, in Sioux county, Iowa, and asking relief. A copy of the complaint was sent by mail to the receivers. Their reply was filed February 22d, alleging "that trains approaching from the north can be seen for something like 1,000 feet. From the south the train would be hidden by a cut until quite close to the crossing, but it being up grade the engine would be compelled to work up steam and would make considerable noise on approaching the crossing. I would say our rules in reference to whistling for crossings are strict, and I think closely observed, and I do not think there is any particular danger of an accident at this crossing if most ordinary care is observed by persons when driving over our track."

Copy of this reply was sent to Mr. Mouw.

On March 6th there was filed the several affidavits of H. M. Wissink, W. H. Kollman, Hein Koster, T. D. Wandscheer, Miss Minnie Mouw, Jouke Mulder, W. Duystermans and Gerritt Zentenhorst showing the very dangerous character of the crossing and setting out personal experiences in confirmation thereof and on the same date a petition signed by D. Mulder, M. D., and eighty-four others was filed alleging that "said crossing is in a very dangerous and hazardous condition and that if the dirt thrown up beside the track adjoining was removed for a few hundred feet making a train visible from that direction said crossing would be much less hazardous" and asking that this be remedied.

On May 25, 1896, there was filed a statement signed by Mr. Mouw, the original petitioner, by E. W. Robey, mayor of Sioux Centre, and forty-nine other residents of the county setting forth that "we do not think an overhead crossing of the track of the Sioux City & Northern Railroad company * * * would be proper or necessary; that said crossing would be satisfactory if the embankment on the west side thereof be removed so that trains approaching from the south could be seen.

On July 21, 1896, one of the commissioners made an examination of this highway crossing, and found that the difficulty was to a great extent caused by an embankment of waste earth which had been thrown out of the cut by the graders at the time the road was being built, and which almost wholly prevented the train from being seen by teams approaching to cross the track on the highway.

On July 22d the receivers were advised of these facts, and that also "if this waste is taken away it would seem that the cause of complaint would be removed."

On July 23d the receivers advised the board that "Our roadmaster is arranging to have the loose dirt removed from the crossing south of Sioux Center, to the satisfaction of the residents of that neighborhood;" and on December 14th, that "the dirt at the crossing south of Sioux Center has been scraped away from the crossing in such a way that I am advised the persons living in the neighborhood are entirely satisfied with the present situation, and no longer consider the crossing dangerous."

On December 16, 1896, a letter was received by the board from Mr. Benjamin Mouw, in which he says: "The crossing referred to has been fixed to the entire satisfaction of the complainants;" thus closing the case.

C. 1722—1896.

F. B. DODD, WAUCOMA,

v.

CHICAGO, MILWAUKEE & ST. PAUL RY.

} Obstruction of street crossing.

February 24, 1896, Mr. F. B. Dodd of Waucoma says:

Railroad Commission, Des Moines, Iowa:

MY DEAR SIRs—I wish to call your attention to the fact that the railroad crossing at Jackson Junction, Iowa, Chicago, Milwaukee & St. Paul railway, is blocked by nearly every freight train that goes east or west over the Milwaukee's track. These trains hold the crossing from five to thirty minutes. The men are very cranky and many times will not move trains at all for long periods of time. They switch and do all the business they have to while the public has to wait their pleasure. All classes of citizens are held until they are ready to go. If you can do anything to assist us we will appreciate it very much.

If you so desire I can forward you a petition signed by at least 100 people, asking that the trainmen be compelled to occupy the track no longer than the law allows.

To report a specific case, February 21st at 1:45 P. M. train No. 92, going east, arrived at 1:45 P. M. and departed at 1:55 P. M., holding the crossing for ten minutes. The engine number was 766; engineer, Newberry; conductor, Rheum. They held a lady who was afoot and I was delayed with a team.

Kindly advise me if you can assist me in this matter.

Very truly yours,

F. B. DODD.

Under date of February 25th a copy of Mr. Dodd's complaint was forwarded to Mr. A. J. Earling, general manager of the respondent company, with the request that he give it attention and reply, to which Mr. Earling says:

CHICAGO, March 4, 1896.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your letter of the 25th ult. in regard to complaint of F. B. Dodd of Waucoma concerning the blocking of a crossing at Jackson Junction; There is apparently a mistake in the date given by Mr. Dodd, as Conductor Relim was in charge of a different train on the 21st. However, the attention of our trainmen has been called to the matter, and I trust there will be no further cause for complaint. Yours truly,

A. J. EARLING,

Second Vice-President and General Manager.

March 6th the following was addressed Mr. Dodd:

DEAR SIR—In further reference to your complaint against the Chicago, Milwaukee & St. Paul Railway company, for alleged blocking of streets by standing trains, there is handed you herewith copy of the answer of General Manager Earling thereto. Please state by early mail whether you have anything further to lay before the board regarding this case, or whether the commissioners shall close the same upon their records.

Very respectfully yours,

W. W. AINSWORTH,

Secretary.

By order of the board.

To this Mr. Dodd made a brief reply, correcting his date and thanking the commission for securing relief promised, and as at this date, May 1st, no further complaint has been received, the case may be considered closed.

C. 1723—1896.

J. R. A. HANNER, DELMAR,

v.

Discrimination in passenger fares.

• CHICAGO, MILWAUKEE & ST. PAUL RY.

The following was received at the office March 9, 1896.

DELMAR, Iowa, March 9, 1896.

W. W. Ainsworth, Secretary of Railroad Commission, Des Moines, Iowa:

DEAR SIR—On the Chicago, Milwaukee & St. Paul railway for quite a long time they have been running one passenger train each way every day between Council Bluffs and Chicago around on the branch roads via Monticello. The train going east leaves the main track at Paralta, runs to Monticello, then to Oxford Junction where it again goes on the main line to Chicago. The train going west takes the same route. It is a little further around (twenty-one miles) than straight through. The company has been charging passengers for this extra, 61 cents. The ticket from here to Cedar Rapids should cost \$1.78, but if one is going to Cedar Rapids on that train, it will cost them \$2.39. If one buys his ticket for one of the other trains and does not use it, he can use it on this train and it will cost him just 61 cents less. Of course the ticket calls for that station and he cannot be put off. But that is not right. I sent these receipts to the general passenger agent, and enclose his reply. Is it true? Can a railroad run its trains around over the country before taking a passenger to his destination, and then make him pay for each mile he has traveled? surely the fare ought to be by the shortest route. But I would like to know how it is, will you please tell me. I enclose the receipts and letter so you can see all about it. Please return the receipts unless they are of use to you.

Yours truly,

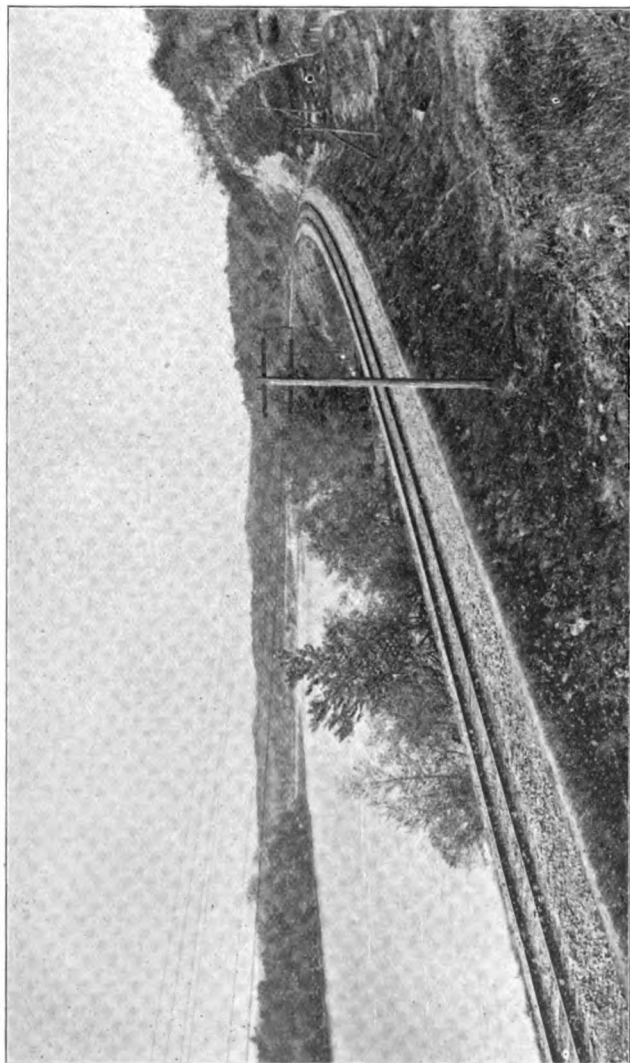
J. R. A. HANNER,

Pastor Methodist Episcopal Church.

A copy of Mr. Hanner's complaint was forwarded to Mr. A. C. Bird, general traffic manager of the respondent company, with the request that he reply, to which, under date of April 19th, he says:

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Yours of the 14th with copy of communication from the Rev J. R. A. Hanner, pastor Methodist Episcopal church, at Delmar, is received. The facts in the case are substantially as stated, namely, that we run three passenger trains each way daily between



**BURLINGTON, CEDAR RAPIDS & NORTHERN.
Curve near Cedar Rapids, Iowa, showing rock ballast.**

Paralta and Delmar. Two of these trains each way run over the direct line; one each way runs via Monticello. These trains are thus scheduled in order to give the best possible service to the district, and it is believed that the arrangement accommodates more people than we could accommodate by any other practicable means. The ticket rate in each case is based upon the actual distance traversed by the passenger. We do not feel at liberty under the law to charge more or accept less than the duly authorized rate for the actual number of miles traveled by each passenger. Referring to what Mr. Hanner says about purchasing a ticket for one train and using it on another, this presupposes a certain amount of misrepresentation on the part of the passenger. We have this to contend with, but our purpose is to collect for every mile traveled, and conductors and agents understand that this is the rule. We have more or less difficulty in enforcing this rule, but we believe that our position is not only defensible, but entirely proper within the meaning of the law.

Yours truly,

A. C. BIRD,
General Traffic Manager.

Mr. Hanner was furnished with a copy of Mr. Bird's reply with the request to make any further statement he desired, and under date of April 24th he files for answer and further explanation the following:

DELMAR, Iowa, April 24, 1896.

Mr. W. W. Ainsworth, Des Moines, Iowa:

DEAR SIR—Yours of the 22d is at hand. The reply of Mr. Bird concerning the overcharge on train run by way of Monticello is very well and gives his side of the case, but the old question that was puzzling me was, has a railroad a right to charge through passengers for these extra miles? I have no doubt but that the running of that train that way does accommodate more people than the old way, but it surely is no accommodation to any through passenger, and if the company should find that it would be a still greater accommodation to the patrons on that part of its line, could they not just as reasonably run the train up as far as Delaware and make the through passenger pay for all that distance? I do not suppose they will do that, but the principle is just the same—or so it seems to me—and the only reason why they will not do that is that it would not pay them so to do. I do not say that they have no right to do as they are doing—I do not know, but it did not seem to me that they ought to do that. I do not want to be classed as a chronic grumbler, for I do not think I am—all I want is that men shall do what is right, and if the law of the state says the company should charge the through passenger for all these extra miles, it looks to me as though no ticket ought to be accepted by any conductor unless it is marked so that the conductor knows that the extra money is paid. I do not see why it is not easy enough to enforce the rule if it is right—the only question is, is it according to law? I know of several who have gone on this roundabout train with tickets purchased at the straight through rate; these tickets were accepted without question by conductors, though the tickets via Monticello are so marked when the extra fare is paid. Yours respectfully,

J. R. A. HANNER,
Pastor Methodist Episcopal Church.

Upon the receipt of this last from Mr. Hanner the case was taken up for consideration by the commissioners, and their opinion is pretty fully set out in the following reply sent to Mr. Hanner, which may be considered as closing the case;

April 27, 1896.

Rev. J. R. A. Hanner, Delmar, Iowa:

DEAR SIR—Your communication of the 24th inst. has been considered by the commission, and I am directed to say in reply that the railroads are required to furnish adequate facilities for the transaction of business with the public, including proper and sufficient trains to carry passengers, etc., over their roads. If the Chicago, Milwaukee & St. Paul railway is doing this with two trains between Paralta and Delmar, it would seem that it is meeting all reasonable requirements, and the board of commissioners would be powerless to compel more.

There is this to be considered in the situation as described by you: If dishonest persons desiring to go from Paralta or Delmar to Monticello could buy a ticket from Paralta to Delmar or Delmar to Paralta via Monticello, this ticket could be used to Monticello and the unused part sold for a trifle less, possibly, than the rate to destination, securing the carriage of themselves in this fraudulent way for a moiety of the proper fare.

You would not be willing to open the door to demoralization of this character. This has been done in like situations in the state, if not on this line. Considering, therefore, the situation as it exists, the commissioners do not feel that it is one requiring their intervention.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,
Secretary.

C. 1724—1896.

N. G. O. COAD, HULL,

V.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

} Delay in oil shipments.

Complaint filed March 14, 1896.

Under date of March 12, 1896, Dr. N. G. O. Coad, of Hull, Iowa, wrote the board as follows:

HULL, Iowa, March 12, 1896.

To the Railroad Commissioners, State of Iowa, Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

SIR—From some cause unknown to the undersigned the Chicago, Milwaukee & St. Paul Railway company have deviated from their usual rapid course in the delivery of my illuminating oils for the past few months. I desire that you will investigate and try to get the obstacle removed. I will enclose the bill of lading, freight receipt, letter from the Chicago & Erie railroad, Chicago, and the usual card attached to my car. This was my late and last shipment. The usual time required between Chicago and Hull previous to these delays was about forty-eight hours. You will notice it required a week in this shipment. There is something out of joint now. I remain, Yours,

N. G. O. COAD.

Dr. Coad was advised that the shipments in question were interstate and outside the jurisdiction of the commission, but that the matter would be taken up with Mr. A. C. Bird, general traffic manager of the Chicago, Milwaukee & St. Paul Railway company, which was done.

Under date of April 8, 1896, Mr. Bird addressed the following to the board in reference to this case:

CHICAGO, April 8, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to yours of March 23d regarding delay to a car of oil from Chicago to Hull, Iowa, referred to in letter to you of March 12th from Mr. N. G. O. Coad: The first delay that occurred to this car was at Western avenue transfer in Chicago—fifty-five hours and twenty minutes—on account of bad order of the car and necessity for such repairs as were possible in a car of that kind, loaded as it was with oil. Such repairs as were found to be possible, and which seemed to be sufficient to justify its forward movement, were made; but at North McGregor it was again detained for a long period for the same reason.

I beg to call attention to the beginning of Mr. Coad's letter, in which he says "for some cause unknown to me." I wish you would call Mr. Coad's attention to the fact that it was not strange that he should be ignorant of the cause of delay, because it does not appear that he made any inquiry of this office. Will you say to him for me that a great many complaints of this character are sent to the commission which would receive prompt reply if directed to this office, where they properly belong; that we have no objections whatever to the reference of any subject to the commission, except that it seems to us an unnecessary waste of time; that two offices or more are required to pay attention to matters of detail when one reference would be sufficient, and a large amount of unnecessary work might be saved.

Yours truly,

A. C. BIRD,
General Traffic Manager.

Copy of the foregoing was sent to the complainant and elicited from him reply as follows:

HULL, Iowa, April 10, 1896.

To the Honorable Board of Railroad Commissioners of the State of Iowa, W. W. Ainsworth, Secretary, Des Moines, Iowa:

GENTLEMEN—Yours with copy of letter from Chicago, Milwaukee & St. Paul Railroad company at hand. Thanks thus far. I wish you would investigate as far as possible and get at the bottom facts in this matter that has been a great damage to my oil business. I will include two other shipments and ask you to get all the information that rightfully belongs to such an investigation. When this is in, we will see if I did not use all honorable means to find out the cause of delay. Yours truly,

N. G. O. COAD.

First.—In the delay of shipment of tank car No. 60, G. R. Co's. Received by Chicago, Milwaukee & St. Paul Railroad company, Chicago, Ill., December 7, 1895. In this shipment did I not write freight department at Chicago as a special favor to get this through quick? No answer, but delay for my trouble.

Second.—In the rushing through the state and delivery of car 64, G. R. Co's., to a foreign road when they promised to hold the same at Council Bluffs to get name of state changed. Why did they send freight bill here to agent and advise him car would come from Council Bluffs, and then immediately recall freight bill, showing the car had gone wrong? About January 29th or 30th was date they received car at Chicago, Ill.

Third.—The complaint now in your hands.

To show the real facts, I wish the Chicago, Milwaukee & St. Paul Railroad company would furnish you copies or rather the original telegrams sent and answers received at this station by their agent in regard to these delays and shipments.

On April 14, 1896, copy of the foregoing was sent Mr. A. C. Bird for such attention as he might be pleased to give it, and the following letter was by order of the board addressed to Dr. Coad:

DEAR SIR—The matter of delay in your shipment of oil was again considered by the board to-day in the course of regular business, and it was suggested that inasmuch as this commission had no jurisdiction, you might desire to file the case with the interstate commerce commission, Edw. A. Moseley, secretary, Washington, D. C. I may state further for your information, however, that the commissioners have furnished the Chicago, Milwaukee & St. Paul with a copy of your statement, and any report received from them will be promptly sent you. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

On April 16th the following was received from Dr. Coad:

HULL, Iowa, April 15, 1896.

To the Honorable Board of Railroad Commissioners, W. W. Ainsworth, Secretary, Des Moines, Iowa:

GENTLEMEN—Herewith find bill of lading and letter which will explain itself. Can't you wire Chicago, Milwaukee & St. Paul Railroad company or something be done to get my oil shipment through in usual time? These delays are getting too transparent as to real cause.

Yours respectfully,

N. G. O. COAD.

WESTERN NEW YORK & PENNSYLVANIA RAILWAY COMPANY. {
KANESVILLE STATION, April 6, 1896. }

Received from Germania Refining company, etc., to N. G. O. Coad, Hull, Iowa, one tank R. oil, O. R. F. & L., G. R. Co., 60, via N. Y. P. & O. to Chicago, via Chicago, Milwaukee & St. Paul from Chicago, etc.

CHICAGO, April 11, 1896.

N. G. O. Coad, Esq., Hull, Iowa:

As requested in yours of the 10th I telephoned the Erie people in reference to your car of oil. They say it was delivered to the Chicago, Milwaukee & St. Paul road yesterday, April 11th. I return herewith the bill of lading. * * * Yours,

ROBERT ANSLEY.

Telegram was sent Mr. A. C. Bird April 16th advising him of this latter delay complained of, which was supplemented by the following letter sent him same date:

A. C. Bird, General Traffic Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—I am directed to forward to you the enclosed copies of correspondence with Dr. N. G. O. Coad, just received. Dr. Coad is a wholesale dealer in oils, and quick service is

essential to his success. He evidently feels that he is discriminated against. This probably is not true, but is there not a longer delay in the Chicago transfer and in forwarding than is necessary?

Dr. Coad is an active, reputable business man of northwestern Iowa, and the commission hopes you can arrange to meet his needs in this matter.

Very respectfully yours,

W. W. AINSWORTH,

By order of the board.

Secretary.

On the same day the following letter was addressed to Dr. Coad:

DEAR SIR—Your letter of the 15th inst. is received and forwarded to Mr. A. C. Bird, traffic manager of the Chicago, Milwaukee & St. Paul railway, along with a letter, a copy of which is enclosed herewith, and a telegram sent Mr. Bird as requested, as follows:

"N. G. O. Coad, Hull, Iowa, complains further delay car oil; delivered your company 11th, not arrived 15th. By order of board."

You will understand that the board of commissioners is powerless outside of this state. This case properly comes within the scope of the interstate commerce commission, and it alone can act officially in the matter. If, however, this board can be of service to you, it will be pleased to aid you. The interstate commerce commission may be reached by addressing E. A. Moseley, secretary, Sun building, Washington, D. C.

Very respectfully yours,

W. W. AINSWORTH,

By order of the board.

Secretary.

On May 5, 1896, the following letter was received from General Traffic Manager Bird, of the respondent company, copy of which was duly forwarded to complainant:

CHICAGO, May 4, 1896.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your letter of April 18th regarding complaint of delay by Doctor Coad, of Hull, Iowa. Ordinarily we should get this freight from Chicago to destination in between three and four days. This is as good service as can be rendered by ordinary freight train work. Our ambition is to make good time and satisfy our patrons. Mr. Coad seems to have had a bad run of luck. In one instance a car had to be stopped two or three times en route for repairs, it being unsafe to run. Again, a car of oil was delivered to us by a connecting line consigned Hull, Nebraska. I have had the original papers examined and find that it was so delivered to us and so billed by us; the car having gone through Council Bluffs to a point on the Union Pacific railway, and then returned. This delay was unavoidable, and we are not responsible for it.

There is doubtless some delay in switching in Chicago. The custom regarding interchange of freight in Chicago, which is of many years standing, provides that on freight going east we must assume all switching charges, and perform the service or hire others to do it for us, and place the freight on the track of the east-bound road. In like manner, west-bound freight is delivered on our tracks in Chicago, and we have no means of knowing anything about the delay that may occur within the city limits or any point east thereof.

I think it is quite natural that Mr. Coad should be dissatisfied with bad service. I can only take issue with him, however, on one point. In his letter to you of April 15th, he says: "These delays are getting too transparent as to the real cause." I have written him on this subject, believing that I have a right to know what he means. The only reasonable assumption is that he thinks we are doing it on purpose. I do not think it is fair to let such an insinuation pass unnoticed. If anything is to be investigated it should be so stated, and I have so written him.

Yours truly,

A. C. BIRD,

General Traffic Manager.

On May 7, 1896, Doctor Coad addressed the commission thanking it for the interest taken in the matter, and asking for return of papers filed by him, which request was complied with. The case is closed August 26, 1896.

C. 1725—1896.

E. L. WILSON, TRURO,

v.

CHICAGO GREAT WESTERN RAILWAY COMPANY AND CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

} Overcharge on buggy.

Complaint filed March 28, 1896.

Under date of March 26, 1896, Mr. E. L. Wilson of Truro wrote the board the following letter:

TRURO, Iowa, March 26, 1896.

State Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIRS—On March 5, 1896, I left a phaeton buggy at Pierson, Iowa, to be shipped by freight to Peru, Iowa. It reached Peru in a reasonable time. It was crated in good shape before shipping and arrived here in good condition, so far as I could see, but although it weighed only about 500 pounds it is listed at 2,000 pounds, and payment for 2,000 pounds, or \$12.46, is demanded as freight. I think this demand is beyond all reason. The agent at Peru telegraphed to the North-Western Railway company for an explanation nearly two weeks ago, but has received no reply from them.

The buggy is exposed to the weather, as it is not even under shelter, and I am losing the use of it while awaiting a reply. The damage to me has already amounted to more than I think they would like to pay.

Will you please look after the matter as soon as possible, as the loss of the use of the buggy at this time is very great to me. Very respectfully,

E. L. WILSON.

On April 3, 1896, copy of the foregoing was sent General Manager S. C. Stickney of the Chicago Great Western Railway company, who, answering under date of April 8, 1896, among other things said:

I beg to state that it is claimed by the North-Western that the buggy top was not properly crated, and consequently was billed by them at 2,000 pounds, and they collected from the Chicago Great Western railway \$8.70 to cover their haul from Pierson to Des Moines.

The agent was instructed before the receipt of your letter to deliver the buggy to Mr. Wilson, and to reduce the charges. The matter is under investigation, and will receive prompt consideration.

You can understand that we were loath to deliver the buggy for any less than we had paid the North-Western.

Mr. Wilson was advised of Mr. Stickney's statements, and he again wrote the board, as follows:

TRURO, Iowa, April 27, 1896.

Board of Railroad Commissioners, Des Moines, Iowa:

Your favor of the 24th inst. at hand. In reply I can say that I took the buggy, as you advised, and paid \$8.70 under protest. The Chicago Great Western Railway company made a reduction from Des Moines to Peru, the distance on their line, but the Chicago & North-Western Railway company has as yet made no reduction, and the matter has not been settled satisfactorily.

I have received the shipping bill from Pierson, and the actual weight of the buggy is by that 450 pounds; and it was well crated, and so stated on that bill, as you can learn from the agent at Peru. As I said before, the matter has not been satisfactorily adjusted.

Very respectfully,

E. L. WILSON.

Copy of Mr. Wilson's communication was sent General Manager Stickney on the 28th of April, 1896, which elicited from him the following:

ST. PAUL, Minn., May 5, 1896.

Mr. W. W. Ainsworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your favor of the 28th ultimo, and returning all enclosures. Please note that the delay in settling Mr. Wilson's claim is with the Chicago & North-Western railway, as per copy of letter from our freight auditor to the freight auditor of that road, attached.

I would respectfully suggest that you take the matter up direct with the Chicago & North-Western railway. Yours truly,

SAMUEL C. STICKNEY,
General Manager.

COPY OF ENCLOSURE.

April 23, 1896.

J. O. Clifford, Freight Auditor, Chicago & North-Western Railroad, Chicago, Ill.:

DEAR SIR—A shipment of one buggy from Pierson, on your line, was inspected at Des Moines, and account of its being (in the opinion of the inspector) insufficiently crated, was set up to estimated weight of 2,000 pounds and arrived at Peru with charges of \$12.46. This the consignee refused to pay, and took the matter up with the Iowa railway commissioners. We finally compromised by delivering the buggy on payment of \$8.70, which we advanced at Des Moines with the further understanding that we would refund down to actual weight if your company would agree.

Will you please authorize reduction of your charges, Pierson to Des Moines, on basis of 450 pounds? Yours truly,

F. HOPPE,
Freight Auditor.

Acting upon Mr. Stickney's suggestion, the case was, on May 7, 1896, brought to the attention of Mr. W. H. Newman, vice-president of the Chicago & North-Western Railway company, with the request that the matter be investigated and an answer filed with the commission at an early convenience.

No answer having been received, on June 4, 1896, Mr. Newman was asked if his investigations had been completed.

Answering the latter communication, Mr. Newman wrote the following:

CHICAGO, June 9, 1896.

Mr. W. W. Atsaworth, Secretary Iowa Railroad Commission, Des Moines, Iowa:

DEAR SIR—Your favor of the 4th, in relation the claim of Mr. E. L. Wilson, Truro, of overcharge on buggy: As you will see by attached correspondence, our freight auditor, Mr. Clifford, forwarded a letter to your office on May 20th, advising that all of the papers in this case had been returned to the Chicago Great Western people, with advice that we would accept first-class rate on basis of 450 pounds on this shipment, and that settlement would be made through the Chicago Great Western people. Probably Mr. Clifford's letter became lost in transit through the mails, or it should have reached you.

Very respectfully yours,

W. H. NEWMAN.

The correspondence which Mr. Newman refers to shows that the case had been referred to Mr. J. O. Clifford, freight auditor, who had written a letter to the board dated May 20, 1896, but which letter never reached the office. In that letter Mr. Clifford advised the board that inasmuch as Mr. Wilson evidently intended to comply with the rules of the Iowa Classification in putting a crate on the vehicle, the Chicago & North-Western Railway company had advised the Chicago Great Western Railway company, on May 14th, that they would accept first-class rate on a weight of 450 pounds, and authorized a settlement with the complainant on that basis.

Mr. E. L. Wilson, the complainant, and Mr. S. C. Stickney, general manager Chicago Great Western Railway company, were each asked on June 11, 1896, if the settlement referred to had been made and matter amicably adjusted.

Mr. Stickney wrote the board June 16, 1896, stating that the overcharge complained of had been refunded on June 13th.

Mr. Wilson was again requested on June 24th to state whether the claim was now satisfactorily settled, and his answer, received June 30, 1896, as follows, closes the case:

TRURO, Iowa, June 24, 1896.

Iowa Board of Railroad Commissioners, Des Moines, Iowa:

MESSERS.—I to-day received the rebate in the matter of overcharge on my buggy by the Chicago & North-Western railway. Please accept my thanks for your work for me. Some

delay has been caused by my not being able to catch the agent at Peru when he had the money. I was either too late or too early to find money in his hands.

Very respectfully,

E. L. WILSON.

August 19, 1896.

C. 1726—1896.

HENRY POORBAUGH, BY G. M. TRIPP, COL-
FAX,

v.

} *Farm crossing at grade.*

CHICAGO, ROCK ISLAND & PACIFIC RY.

Complaint filed March 19, 1896.

On March 19, 1896, the following was received from G. M. Tripp:

COLFAX, Iowa, March 16, 1896.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Mr. Henry Poorbaugh, a party who lives one mile north of Colfax, Iowa, would respectfully ask that you require the Chicago, Rock Island & Pacific Railroad company to put in gates and make a crossing at or near where the one that was in was closed up by said company, and states the facts to be as follows, to-wit:

In September, 1891, he purchased a portion of the southwest quarter of the northeast quarter of section one, township seventy-nine, range twenty-one, west of the 5th P. M., Iowa, lying and being situated north of the south line of the Chicago, Rock Island & Pacific railroad track. When this land was purchased by Poorbaugh there were gates in the fence and a crossing over said track, and the land was bought with a view of using it to pasture stock kept in the town, and the land was leased to a party by the name of Spencer, a man who lives in Colfax, some time in the fall of 1891 for the season of 1896, and during the winter of 1895-6 the company removed the crossing and fastened up the gates, so that it makes the land spoken of practically of no value. It is low land and can not be used for farming purposes, and if it could it would be impracticable for that purpose, as there would be no means of access to the land except to travel some two miles to reach it. Kindly let me hear from you in regard to this matter at your earliest convenience, and greatly oblige.

Yours truly,

G. M. TRIPP.

The complaint was duly forwarded to Mr. W. H. Truesdale, vice-president and general manager Chicago, Rock Island & Pacific Railway company, who, under date of April 11th, filed answer of his company, the substance of which was stated to Mr. Tripp in a communication dated April 13th, as follows:

DES MOINES, Iowa, April 13, 1896.

G. M. Tripp, Esq., Colfax, Iowa:

DEAR SIR—Replying to yours concerning crossing for Mr. Henry Poorbaugh, I beg leave to advise you that Mr. Truesdale, general manager of the Chicago, Rock Island & Pacific Railway company, to-day filed his answer to the complaint. It appears thereby that he referred the matter to superintendent of maintenance and construction, Mr. McFarlin, of Davenport, and was by him sent to Roadmaster Osborn, who replied that the party owned land only on the north side of the company's right of way and that on the south side was the town of Colfax; that the gates were fastened up in December, 1894, not having been generally used and "did not have the appearance of being used for a good while, but the gate on the side next to the town was all the time being left open by parties walking up the track; that for that reason a horse got on the right of way and was killed." Mr. Osborn closes by saying: "I see no objection to the private crossing if the party for whose benefit it was put in will agree to keep the gate locked." In further reference to the matter Mr. McFarlin, under date of April 10th, in letter to General Manager Truesdale, says: "So far as I can learn, nothing has ever been said by these people asking us for the crossing; they don't own land on both sides of the track and legally are not entitled to the crossing. * * * Whether it is necessary to go across private property to reach his land if the crossing was put in, I do not know." In sending the case back to this office, Mr. Truesdale says: "You will note that our people claim that this party does not own land on both sides of our track, and, as we understand the law of your state, under these circumstances we are not required to furnish a crossing, such as this party petitions for. Are we not correct in our views on this matter?"

If you have anything further to lay before the board in regard to this case, please forward it at an early convenience. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

In answer to the foregoing Mr. Tripp wrote the board the following letter, copy of which was sent Mr. Truesdale:

COLFAX, Iowa, April 25, 1896.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of the 14th instant, in regard to the crossing of Henry Poorbaugh, received, and in reply will say, that as regards the land owned by Mr. Poorbaugh, the description given by myself in the letter written you on March 16 is taken from the deed, the land was formerly owned (in connection with other land) by O. G. W. Adams, and when selling this tract simply sold all north of the south line of the railroad, subject to their right of way. Now, as regards this crossing not being generally used, the party only uses it in the summer and at such times as he has to haul out timber when he cannot cross on the ice. If I understand your letter correctly, they intimate that they are willing for Mr. Poorbaugh to have a crossing, provided he will keep the gate locked. He is willing to comply with that condition. In regard to what Mr. McFarlin says about crossing private property to reach Poorbaugh's land if the crossing was put in, will just say that there is a street that runs to the fence of the company on the south line of their right of way.

I would just say in regard to this matter that as I understand it the company has a strip of land lying on the north side of their track, and if that runs to the street crossing, and they would either sell it to Mr. Poorbaugh, or give him the right to make a lane on this piece of ground, so that he can get to his land, it would be all that he would require. I simply speak of this matter, thinking perhaps it might suit the company better than to have the crossing in. Please advise me at an early date just what they will do in the premises, as the party who rented the land is now driving his milch cows two miles twice a day and, of course, this does not want to be carried on any longer than he can help.

Respectfully yours,

G. M. TRIPP.

On May 7th the board wrote Mr. Truesdale in further reference to the matter, and on May 8th Mr. Truesdale wrote the board that "our people have already been instructed to put in the gates and provide this crossing and maintain same with the understanding that the gates are kept closed and locked."

On August 13, 1896, Mr. Tripp advised the commission that the matter had been satisfactorily adjusted, and case is therefore closed.

August, 18, 1896.

C. 1727—1896.

ENOCH HILL, MITCHELLVILLE.

v.

CHICAGO, ROCK ISLAND & PACIFIC RY.

} *Fast running of trains through town—
Throwing off mail pouch.*

April 10th the following was received at the office:

MITCHELLVILLE, Iowa, April 9, 1896.

To the Railroad Commissioners, Des Moines, Iowa:

DEAR SIRS—I think if there is not something done in the matter, there will be some one hurt here.

I was at the station yesterday waiting for No. 3, when the fast mail came through, and the rate of speed was such that the mail sack thrown off in the center of the highway east of the depot came rolling along the platform like a ball, till it struck the foundation of the bay window with force enough to do much harm. I stepped the distance from the highway to the window and found it about 65 feet. Now as No. 3 follows behind, there is always some one standing there, and there is much danger with such a high rate of speed, and much danger would be removed if they would only go through according to law.

Yours very truly

ENOCH HILL.

A copy of Mr. Hill's complaint was transmitted to Mr. W. H. Truesdale, general manager of the Chicago, Rock Island & Pacific railway on April 14th. No reply having been received on May 6th, Mr. Truesdale's attention was again called to the case, and April 20th he says:

As to reducing speed of this train: It is very fast indeed now all the way from Chicago to Des Moines, and I do not see how we could very well reduce the speed of the train through any of our stations and make the time we are required to make in order to satisfy the post-office department.

Relative to mail being thrown off No. 21, beg to advise that Mr. Armstrong has issued instructions to his men to not throw mail off No. 21, until after they have passed the station, which, I believe, will put an end to complaints of this kind.

As by this direction of Mr. Truesdale the dangerous features of Mr. Hill's complaint would seem to be satisfactorily removed, he was, on May 14th, furnished a copy of Mr. Truesdale's letter and informed that: "Unless you are heard from to the contrary, the commissioners will regard this case as closed."

No response having been received, the case is closed.

C. 1728—1896.

CITIZENS OF BASSETT,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Petition that Bassett be made a flag station.

Petition filed April 9, 1896.

On April 9, 1896, the following petition was received by the railroad commission:

BASSETT, Iowa, April 7, 1896.

To the Honorable Railway Commissioners of the State of Iowa:

We, the citizens of Bassett and patrons of the Chicago, Milwaukee & St. Paul railroad, do respectfully petition your honorable body to make of Bassett a flag station, for the following reasons:

We have a town of about 250 inhabitants, situated fourteen miles west of New Hampton, our county seat, and eight miles east of Charles City, the county seat of Floyd county. Having no banking facilities here, it becomes necessary for our business men to make frequent trips to both of the above mentioned cities for that purpose. Again all our citizens find it necessary in the course of every year to visit our county capital, New Hampton, but by a great loss of time, as we have no railway service either way except passenger train No. 3, going west at 12:33 P. M., and passenger train No. 2, going east at 2:24 P. M., only two hours apart, which makes it impossible to visit either Charles City or New Hampton and transact any business without a loss of twenty-four hours. We, therefore, respectfully ask you to make of Bassett a flag station, the same as Ionia, so that comers and goers can get either passenger train No. 4, going east at 9:15 P. M., or passenger train No. 1, going west at 5:55 A. M.

Signed: William B. Perrin, senator Forty-fourth district; John Frazee, representative Eighty-sixth district; Dr. John A. Rawlins, L. J. Young, S. Butler, John Trask, William Walters, W. W. Choate, F. S. Tucker, C. H. Dillenbeck, M. D. Cummings, T. Netta, Loin Wardell, A. E. Johnson, George H. Patter, Oslo H. Potter, George Carey, and fifty-one others.

Upon the same day of its receipt, copy of the petition was forwarded to Mr. A. J. Earling, general manager Chicago, Milwaukee & St. Paul Railway company, for attention and answer, and on April 10th Mr. Earling wrote the board as follows:

In reply to your favor of the 9th enclosing a petition signed by Senator William B. Perrin, Hon. John Frazee and others, in regard to making a flag station of Bassett, Iowa, for trains Nos. 1 and 4, I beg to advise that the necessary instructions have been given in compliance with the request, and the trains will commence to make the stop on and after Monday, April 20th.

Copy of the foregoing was sent the Hon. John Frazee, Bassett, Iowa, on April 14, 1896, and the petitioners having had their request granted by the railway company, the case is closed.

August 19, 1896.

C. 1729—1896.

S. J. BORUM, DES MOINES,

v.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD CO., AND DES MOINES NORTHERN
AND WESTERN RAILWAY CO.

Overcharge on household goods and
billiard tables.

Complaint filed April 13, 1896.

On April 13, 1896, Mr. S. J. Borum wrote the board as follows:

POSTOFFICE BOX 1, DES MOINES, IOWA, April 13, 1896.

Honorable Board of Railroad Commissioners, City:

GENTLEMEN—From inquiries I have made, I find that I was entitled to ship 20,000 pounds in the car of household goods, while I only had about 4,000 without including three second-hand billiard tables, which were well crated and weighed only 2,400 pounds, and on which the inspector charged me \$11.84 more than the railroad companies agreed to carry the goods for. I paid a total of \$48.15 for car from Boone to Leon, while charges at local rates would not have exceeded \$23.50. I would like to have this extorted amount of \$11.84 refunded to me if it is in your power to compel the weighing association to do so.

Very respectfully,

S. J. BORUM.

COPY OF FREIGHT BILL.

LEON, Iowa, Station, March 12, 1896.

Consignee, S. J. Borum, To Chicago, Burlington & Quincy Railroad Company, Dr.

Date of way bill, March 7, 1896. Number of way bill, 324. Car number and initials, 6318, B. M. Consignor, etc., Boone, Iowa, March 4th.

Articles, lot household goods; weight, 6,600; rate, 29.6; freight.....	\$ 19.53
Lot K. D., billiard tables, O. R. boxed and crated; weight, 4,000; rate, 29.6; freight.....	11.84
Advances.....	16.78

Total.....	\$ 48.15
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Paid March 12, 1896.

C. M. KETCHAM,
Agent.

Mr. W. S. Swanegan, of Des Moines, local agent for the Western Weighing association, was advised of the complaint, and made the following report:

DES MOINES, Iowa, April 15, 1896.

Mr. W. W. Atinsworth, Secretary Board of Railroad Commissioners, City:

DEAR SIR—With reference to alleged overcharge in weight of lot of household goods and three billiard tables, shipped by Mr. S. J. Borum, Boone, Iowa, to Leon, Iowa: Upon investigation I find the car was weighed by this association on arrival in Des Moines from Boone as follows: Gross, 33,000; tare, 22,400; net, 10,600. The inspector had not seen the billing when he examined the car, and supposing it a carload of household goods, and seeing the billiard tables in among the household goods, knew they would not take the same in carloads as the household goods, and estimated the weight as near as he could. This is how the two separate weights appear. The separation, however, cuts no figure, as the total and correct weight, 10,600, at 29.6 cents, is the first-class rate, therefore there is no overcharge as claimed.

Yours truly,

W. S. SWANEGAN,
Agent Western Weighing Association.

A copy of Mr. Swanegan's communication was sent Mr. Borum, who again addressed the board as follows:

POSTOFFICE BOX 1, DES MOINES, IOWA, April 23, 1896.

Iowa Board Railroad Commissioners, City:

GENTLEMEN—Replying to your favor 23d inst., which is herewith returned with copy of communication from Mr. Swanegan, to expedite matters I beg to make the following statement:

I engaged a car to transport my goods from Boone to Des Moines from Des Moines Northern & Western railroad for the stipulated sum of \$14.28, and made an agreement with Chicago, Burlington & Quincy railroad to transport same car from Des Moines to Leon, Iowa, for \$30 and some odd cents, making the total charges about \$34.50. Goods were not weighed at shipping point, because I was entitled to 20,000 pounds, and agent could see from goods shipped that I was not shipping over that weight. According to this agreement, allowing Mr. Swanegan's claim that goods weighed 10,600 pounds, I still had a margin of 9,400 pounds to ship from Boone, Iowa, to Leon, Iowa, for about \$34.50. Had the weight of my goods been 20,000 pounds transportation charges would have been about \$34.50, but weighing only 10,600 pounds, I had to pay an excess of over \$11, and that is what I am protesting against. I am not complaining about advance charges of \$2.50, although that amount is exorbitant. It stands Mr. Swanegan in hand to figure himself right in this matter, but he is wrong in his figures. Contents of that car did not weigh 10,600, and if necessary, I am willing to tear up carpets, etc. and weigh every pound of goods that were in the car, having weight attested by notary public. I feel that I have been swindled in this matter out of \$11 and don't propose to let the matter drop because Mr. Swanegan makes a statement to cover up this imposition. While I have no desire to further trouble you gentlemen with such an insignificant matter from a pecuniary standpoint, it occurs to me that the board was created to hold in check those despicable scoundrels who bleed individuals. Kindly advise me if you have done all in your power to indemnify me in this matter, when, if possible, I shall seek redress in local courts.

Very respectfully,

S. J. BORUM.

On April 25, 1896, the entire matter was taken up with officials of the responding companies and letter sent Mr. Borum as follows:

April 25, 1896.

S. J. Borum, Leon, Iowa—Box 447:

DEAR SIR—Yours of the 23d in further reference to your case of alleged overcharge by the companies in transporting your goods has been received. In it you state, so far as the Chicago, Burlington & Quincy is concerned, that you "made an agreement with the Chicago, Burlington & Quincy Railroad company to transport the same car from Des Moines to Leon, Iowa, for \$30 and some odd cents." Please give more particular information regarding this agreement or contract, and if it was in writing furnish the original copy, or state with whom the contract was made. The matter has been taken up with both companies and the commissioners will advise you of the results as soon as they are heard from.

Very respectfully yours,

W. W. AINSWORTH,

Secretary.

By order of the board.

On April 30, 1896, the following answer was received from Mr. Thomas Miller, general freight agent Chicago, Burlington & Quincy Railroad company:

CHICAGO, April 29, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of the 25th, enclosing copy of some communications from S. J. Borum in reference to alleged overcharge on a shipment of household goods and billiard tables, forwarded from Des Moines to Leon, Iowa, March 7, 1896.

Upon investigation I find that this car came into Des Moines over the Des Moines Northern & Western. After it was switched to our yards, Mr. Borum requested that we hold it one day, as he was not sure whether he would have it forwarded to Leon or some other point. During the interval our inspectors examined and found it to contain part of a carload of emigrant movables and billiard tables. Our rate on a carload of emigrant movables from Des Moines to Leon would be 10.1 cents per cwt. minimum 20,000 pounds, which would be \$20.20, but the three billiard tables are not according to the classification included as part of a car of emigrant movables, consequently we charged for emigrant movables as regular rate at actual weight, and charged for the billiard tables likewise. Rate on the household goods, L. C. L. 29 6 cents per cwt. This is also the rate on billiard tables, but each lot has been charged at actual weight. Car was weighed at Des Moines showing net weight to be 10,600 pounds. Mr. Borum was charged nothing but what he rightfully should pay, and there is nothing for us to refund. Yours truly,

THOMAS MILLER,

General Freight Agent, Chicago, Burlington & Quincy Railroad Company.

And on May 1, 1896, the answer of the Des Moines Northern & Western Railway company was received, which was as follows:

Des Moines, April 30, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Board Railroad Commissioners, City:

DEAR SIR—I have yours of the 25th inst. addressed to Mr. F. O. Hubbell concerning shipment of household goods made by S. J. Borum, from Boone, Iowa, in March last.

I beg to say that we did transport this car from Boone, Iowa, to Des Moines, for the sum of \$14.28, that being our rate on household goods in carload lots. At the time this shipment passed here we had no knowledge that a billiard table was included; had we been advised of this fact, Mr. Borum would have been obliged to have paid excess for the billiard table at the rate of 17.34 cents per cwt for the actual weight of the table.

I believe this answers your letter; if not, please call on me for any further information which it is in my power to give you. Yours truly,

J. N. TITTMORE,

General Freight Agent, Des Moines Northern & Western Railway Company.

Copy of these latter communications were sent to the complainant accompanied by the following letter of transmittal, which closes the case:

Des Moines, Iowa, May 6, 1896.

S. J. Borum, Des Moines, Iowa:

DEAR SIR—Enclosed please find copy of further communications from the railroads handling your car of household goods including billiard tables, both of which are self-explanatory.

You will observe, if you figure the matter out, that the methods they used in making up the rates make a less charge than as though your household goods had gone through at carload rate and they had charged you first-class, actual weight on the billiard tables extra, as they were entitled to do. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

August 26, 1896.

No. C. 1730—1896.

CITIZENS OF CUMMINGS,

v.

} *Train service.*

CHICAGO GREAT WESTERN RAILWAY CO.

Petition filed April 15, 1896.

On April 15, 1896, the following petition was received and placed on file:

CUMMINGS, Iowa, April 11, 1896.

We, the undersigned, residents of Cummings and vicinity, do hereby petition the railroad commissioners of the state of Iowa to aid us in getting better passenger train service over the Chicago Great Western railroad to Des Moines. As it is, we have but one train we can ride on going north, which is due here at 7:25 P. M. This necessitates us staying all night.

We petition for train No. 70, freight, due here at 6:30 A. M., which has a coach attached, and would not inconvenience the company very much.

Signed: J. J. Kessing, M. D. and druggist; W. E. Willett, J. W. Patrick, D. D. Cale, W. I. Graham, I. W. Haynes, J. F. Kennedy, J. Vanhynning, M. O. Lane, C. W. Misner, and thirty-eight others.

The matter was brought to the attention of Mr. S. C. Stickney, general manager of respondent company, who, under date of April 25, 1896, made answer as follows:

Replying to your favor of the 23d, regarding better train service into Des Moines from the south. I beg to advise that we are preparing a new passenger schedule, which will be in effect within a short time, and will provide a passenger train service arriving in Des Moines about 9 or 10 A. M., and leaving Des Moines for the south about 2 and 8 P. M.

Trusting this will be satisfactory, I remain Yours truly,

SAMUEL C. STICKNEY,
General Manager.

Copy of the foregoing was sent Dr. J. J. Kessing, for complainants, on May 7, 1896, and on August 1, 1896, he was asked to advise the board whether the matter complained of was now adjusted satisfactorily, to which request he made answer as follows:

The matter referred to * * * has been very satisfactorily arranged by the railroad company. The people of this community feel very grateful to the board of railroad commissioners for their aid in this matter. Yours respectfully,

DR. J. J. KESSING.

The case is closed.

August 19, 1896.

C. 1731—1896.

In the matter of construction of car couplers under section 1, chapter 23, acts of Twenty-fourth General Assembly.

On April 16, 1896, Hon. L. S. Coffin of Fort Dodge, Iowa, wrote the board requesting that the commission obtain from Attorney-General Milton Remley an opinion as to whether section 1 of chapter 23 of the acts of the Twenty-fourth General Assembly requires the automatic car couplers therein referred to to be so constructed that the knuckles can be opened or set for coupling by a contrivance operated from the side of the car, or whether the providing of the ordinary master car builders' automatic coupler, the knuckles of which are opened by hand from the end of the car before the coupling is done, is a substantial compliance with the law.

The section of the law referred to reads as follows:

SECTION 1. That chapter 18 of the laws of the Twenty-third General Assembly be amended by striking out the first section thereof and inserting in lieu thereof the following, to-wit: "Section 1. That it shall be unlawful for any corporation, company or person operating any line of railroad within this state, any car manufacturers or transportation company using or leasing cars, to put in use in this state any new car or any old car that has been to the shop for general repairs to one or both of its draw-bars that is not equipped with automatic couplers so constructed as not to require any person or persons to be between the cars when the act of coupling or uncoupling is done."

On May 9, 1896, Mr. Remley filed his opinion with the board, a copy of which was furnished Mr. Coffin.

The opinion is here given in full:

DES MOINES, May 9, 1896.

W. W. Ainsworth, Esq., Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Your favor of the 9th instant at hand, in which you ask my opinion upon the question: "Whether section 1 of chapter 23 of the acts of the Twenty-fourth General Assembly requires the automatic car couplers therein referred to, to be so constructed that the knuckles can be opened or set for coupling by a contrivance operated from the side of the car; or is providing the ordinary M. O. B. automatic coupler, the knuckles of which are opened by hand from the end of the car, before the coupling is done, a substantial compliance with the law?"

In reply, I would say that section 1 of chapter 18 of the acts of the Twenty-third General Assembly, prohibited the use of cars after the time stated therein, "that are not equipped with safety or automatic couplers or draw bars, such as will not necessitate the going between the ends of the cars to couple or uncouple them, but operated from the side of the cars."

This section was repealed by the acts of the Twenty-fourth General Assembly, and in lieu thereof was enacted section 1 of chapter 23 of the acts of the Twenty-fourth General Assembly. You will note a material change in the language of the two. This latter section provides for the equipment of cars "with automatic couplers so constructed as not to require any person or persons to be between the cars when the act of coupling or uncoupling is done." There is a substantial difference between the old section and the new. The new section, as amended, contemplates that a coupler which does not require any person to be between the cars at the time the cars are coupled or uncoupled is sufficient.

I do not understand that this prohibits a coupler being used which requires the knuckles of the coupler to be set by hand before the cars come together, nor does it require a coupler that has a contrivance by which it may be operated from the side of the car.

The act of the Twenty-third General Assembly seemed to provide for such a coupler. That being repealed and another statute enacted in lieu thereof shows an intent on the part of the legislature to change the law in that particular respect. The purpose of the law is, or was, to prevent the loss of life and injury to the person of railroad men engaged in coupling the cars. The danger arises because of the bumpers giving way or the man coupling getting his hands between the bumpers, or falling down between the cars when they are in motion, and the purpose of the law is to have couplers provided so that they will work automatically when the cars come together so that any person need not be between the cars "when the act of coupling is done." No possible danger could arise from being at the end of the car when the car is stationary. The coupler can be set by opening the knuckles of the stationary cars with no danger whatsoever, then when the cars are brought together the coupling is done automatically, whether the man is ten feet away or a mile distant.

In my judgment any coupler, howsoever it may be operated, which does not require the operator to be between the ends of the cars at the time the act of coupling or uncoupling is done, is sufficient in contemplation of the law.

(Signed)

MILTON REMLEY,
Attorney-General.

August 26, 1896.

C. 1732—1896.

T. J. ROLEY, ROAD SUPERVISOR, KESWICK, }

v.

BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY CO. }

Obstruction of street crossing by standing trains and failure to open other street crossing.

Complaint filed April 22, 1896.

The following was received by the board on April 22, 1896:

KESWICK, Iowa, April 20, 1896.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We have but one open crossing over the tracks of the Burlington, Cedar Rapids & Northern railway at this place, and a great deal of inconvenience is caused by trains holding the crossing while unloading freight. We have one other street open all excepting the small amount of grading across the right of way. Notice was served on the company last fall to open the same, but no notice was taken of it by the company. Will you please inquire into the matter and report to me?

Respectfully,

T. J. ROLEY,
Road Supervisor.

The matter was at once taken up with Mr. C. J. Ives, president of respondent company, who made answer on May 12, 1896, as follows:

Orders have been given to our conductors to under no circumstances block the crossing at Keswick beyond the time allowed by law, and the matter is now in the hands of the officers of the law at Keswick to arrest and fine any trainmen who hold crossing an undue length of time. Trusting they may have no more trouble in regard to this, I am, Yours, etc.

Copy of the foregoing was forwarded to complainant on May 14th, and on May 15, 1896, he addressed the following to the board:

KESWICK, Iowa, May 15, 1896.

To the Honorable Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Your letter of the 14th to hand. There seems to be no action taken in regard to the opening of a certain street—being two blocks west of Main street—across the Burlington, Cedar Rapids & Northern tracks. This is a laid out street and the company has been duly notified to put in a crossing, and it was to that end I wrote you some time ago. Will you not please urge the company to reply as to what they intend to do about opening same?

Respectfully,

T. J. ROLEY,
Supervisor.

The attention of Mr. Ives was again called to the matter, and on June 22d the following communication was received from Mr. W. P. Brady, general agent of the respondent company:

CEDAR RAPIDS, Iowa, June 20, 1896.

Mr. W. W. Atneworth, Secretary Board Railway Commissioners, Des Moines, Iowa:

DEAR SIR—Yours of the 4th inst. addressed to Mr. O. J. Ives, president of this company, forwarding a copy of a letter written you by T. J. Roley, supervisor, Keswick, Iowa, under date of May 15th, relative to the opening of a certain street in that town across the depot grounds of this company, has been referred to me for answer.

I now desire to advise the board that we have made all the necessary arrangements to open Charles street, being the thoroughfare referred to in Mr. Roley's communication, through our depot grounds, to connect with a section line highway running east and west at that point.

Hoping this action on the part of the company will be satisfactory to all concerned, I remain
Yours truly,

W. P. BRADY,
General Agent.

Copy of Mr. Brady's letter was sent Mr. Roley, who, under date of August 3, 1896, wrote the board stating that "the crossing in Keswick over the Burlington, Cedar Rapids & Northern railroad is put in to the satisfaction of all."

The case is therefore closed.

August 19, 1896.

No. 1733—1896.

W. F. STEBBINS, DES MOINES,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-
WAY COMPANY.

} Loss of household goods in transit.

Complaint filed May 8, 1896.

The following was received by the board on May 8, 1896:

DES MOINES, Iowa, May 7, 1896.

Secretary State Board of Railway Commissioners:

DEAR SIR—Will you please call the attention of the claim department of the Chicago, Rock Island & Pacific railway, Chicago, to attached bill. Sufficient time having been given to find the carpet and it not having been produced, I would be pleased to have this claim paid at once, so another carpet may be purchased. Otherwise a claim may be made for wearing out a floor while waiting for a carpet.

Respectfully,

W. F. STEBBINS,
Box 136, East Des Moines, Iowa.

DES MOINES, Iowa, May 7, 1896.

Chicago, Rock Island & Pacific Railway, Claim Department, Loss and Damage, Chicago, in account with W. F. Stebbins:

Claim No. 52,370, filed February 20, 1896. One roll carpet lost, \$12, in transit between Des Moines, Iowa, and Norton, Kan., between November 1 and 7, 1895.

The matter was referred to Mr. W. H. Truesdale, general manager of the Chicago, Rock Island & Pacific Railway company, who, under date of June 13, 1896, made answer to same, enclosing communication to him from Mr. C. S. Tewksbury, of the respondent company, said correspondence being as follows:

CHICAGO, Ill., June 13, 1896.

Mr. W. W. Atneworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Please note enclosed copy of letter from our Mr. Tewksbury relative to claim of W. F. Stebbins for loss of carpet, about which you wrote me under date of the 4th inst.

We are, as stated by Mr. Tewksbury, ready to settle this claim at any time on the basis stated by him in his letter, and which was the basis agreed upon in our contract with Mr. Stebbins for transportation of this shipment.

The price he insists upon our paying for this carpet is simply ridiculous.

Truly yours,

W. H. TRUESDALE,
Vice-President and General Manager.

COPY OF ENCLOSURE.

CHICAGO, June 12, 1896.

Mr. W. H. Truesdale, Vice-President and General Manager:

DEAR SIR—Relative to claim from W. F. Stebbins, referred to in communication next attached: It is for a bale of rag carpet lost from a small lot of household goods shipped from Des Moines, Iowa, to Norton, Kan., last November, and billed "Released to valuation of \$5 per cwt." There were twenty-five yards in the bundle, and had been used. Claimant insists upon \$12 as being the value, which would make it 48 cents per yard, the price of a good quality of Ingrain new. I have declined to settle at more than the contract price, which is \$5 per cwt., and the papers have been referred to Des Moines to notify claimant to that effect.

Yours truly,

O. S. TEWKSBURY.

Copy of the foregoing was sent the complainant, accompanied by the following letter, which closes the case before the board:

June 15, 1896.

W. F. Stebbins, Esq., Des Moines, Iowa:

DEAR SIR—Enclosed please find copy of answer of General Manager Truesdale of the Chicago, Rock Island & Pacific Railway company, also from O. S. Tewksbury of the same company, in reference to your claim for roll of carpet lost in transit between Des Moines, Iowa, and Norton, Kan., last November. In regard to this matter I am directed to state, first, that this board has no jurisdiction in interstate shipments, its authority being confined to business originating and terminating in Iowa; second, that it has no authority to render a money judgment. On account of the above, and the further fact that, as you will observe, the company indicates a willingness to settle upon the terms under which your goods were shipped, "Released to a valuation of \$5 per cwt., and so receipted for," the commissioners will be unable to render you further assistance, and this letter will close the case so far as they are concerned. Very respectfully yours,

W. W. AINSWORTH,

Secretary.

August 20, 1896.

C. 1734—1896.

N. H. GRAFF, RECORDER, GRANVILLE, }

v. }

*Dangerous street crossing.*CHICAGO, & NORTH-WESTERN RAILWAY
COMPANY. }

Complaint filed May 12, 1896.

On May 12, 1896, the following was received by the board, and on the same date a copy thereof was sent the respondent company for answer:

GRANVILLE, Iowa, May 5, 1896.

Hon. C. L. Davidson, State Railroad Commissioner, Hull, Iowa:

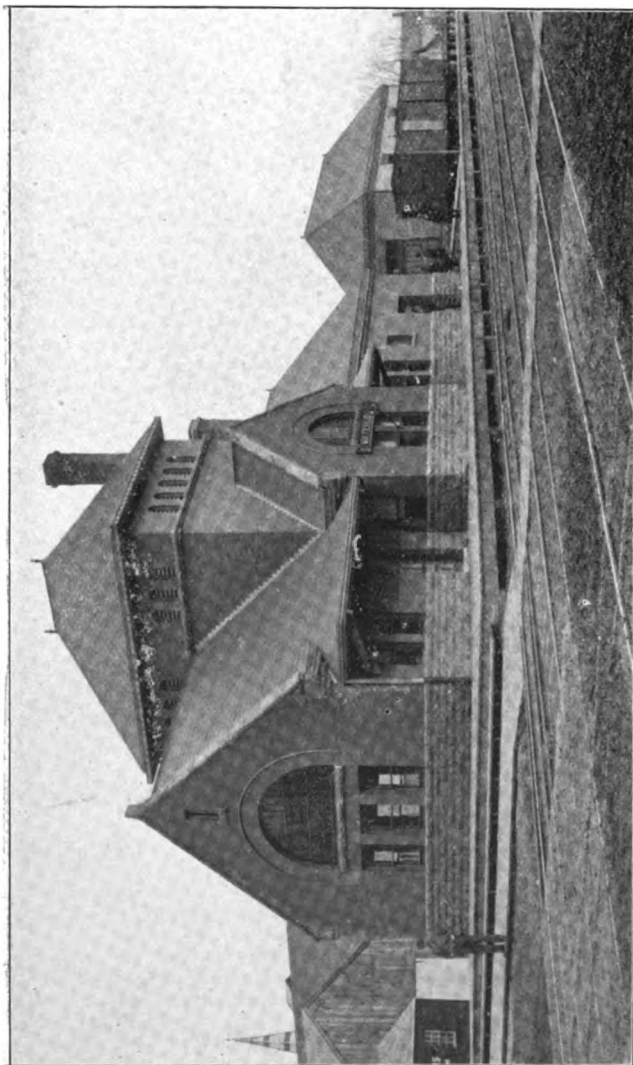
DEAR SIR—At last evening's council meeting the town council of Granville instructed me to write to you and ask if there is any way to compel the railroad company to give us a decent crossing here. There is only one crossing here, and that is but sixteen feet wide, and coal sheds on each side, leaving but twenty feet clear between the sheds. All grain and stock traffic passes over this crossing, and sixteen feet is not wide enough for convenience; and only twenty feet between the coal sheds, obstructing view of moving trains, is very dangerous, as teams coming over crossing from north cannot see moving cars when switching is being done until they are about on track, and accidents were narrowly averted several times. If there is any way for us to proceed so we can get a safe crossing, I wish you would let us know what steps are necessary. We have written the railroad company twice the past year, but to no effect. The crossings ought to be about thirty feet wide, and the sheds on each side about fifty feet from each other. Yours truly,

N. H. GRAFF,

Recorder.

On June 4, 1896, Mr. J. M. Whitman, general manager, was asked if his investigations were completed.

On June 11, 1896, Mr. Whitman wrote the commission as follows:



BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.
Passenger Station, Waterloo, Iowa.

I find that the delay in this matter is due to the fact that the people of Granville and the superintendent of our northern Iowa division have another plan in view for the better arrangement of matters at this station. I think you will shortly receive a notice withdrawing the complaint sent me under date of May 12th.

On June 17th Mr. Graff addressed the following to the board:

The fore part of May last I made complaint in behalf of the town council of Granville, Iowa, about railroad crossing on Elm street of this place, as per your acknowledgment of May 12, 1896.

The railroad company has made the proposition that if we would withdraw the complaint and vacate the Elm street crossing, they would move the depot out of Broad street and open a good crossing on said Broad street. This proposition is satisfactory to the council. * * * A subscription is being taken up, and if the necessary \$250 is raised and the company moves the depot and gives us a good crossing on Broad street, all will be satisfactory. You will please not prosecute the complaint referred to for the present, and not at all if the company does as agreed. If not, then I will let you know.

Thanking you for your prompt attention in the matter, etc.

On August 13, 1896, Mr. Graff was requested to advise the commission whether the case might now be considered closed, and on August 14, 1896, he says:

Yes, the company has moved the depot as per agreement with the council, and the complaint is withdrawn. Thank you for your attention.

Yours truly,
N. H. GRAFF,
Recorder.

The case is therefore closed.

August 18, 1896.

C. 1735—1896.

M. M. MOLSBERRY, ROAD SUPERVISOR,
CLARKSVILLE, BY C. H. ILGENFRITZ,

v.

} Highway crossing.

BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY COMPANY.

Complaint filed May 13, 1896.

On May 13, 1896, the following communication was received:

CLARKSVILLE, Iowa, May 11, 1896.

Mr. E. A. Dawson, Railway Commissioner, Waverly, Iowa:

DEAR SIR—By request of Mr. M. M. Molsberry, supervisor of highways for the district referred to below, I write you in relation to a controversy he is having with the Burlington, Cedar Rapids & Northern.

For a number of years past there has been a private crossing just south of Flood creek, in Dayton township, for the benefit of one James Buell. Last fall the company rebuilt their line of fence through this section, and at the instigation of Mr. R. Root, so it is contended, they destroyed the crossing and completely shut Mr. Buell in. An application was then made to the board of supervisors, and the proper legal steps taken, and after a full hearing a highway was established across the right of way of the company. No action being taken by them to open the same, about the middle of April last the county auditor issued the statutory notice to the township clerk, and he to the supervisor, to open said highway. On the 22d day of April Mr. Molsberry served notice on the company to open it up, to which they paid no attention. On the 2d day of May, the ten days fixed by said notice having expired, Mr. Molsberry cut open the fences and requested the company to put in the necessary crossing and cattle guards. Up to this time nothing has been done and the fence is open, imperiling the lives of persons and property.

The representatives of the company have advised Mr. Molsberry that they propose to hold him responsible for any damage which may be sustained, and he naturally feels a sense of keen responsibility, and at the same time believes he has not done anything but his plain duty as he understands it. He also tells me he acted under the direction of counsel in what

he did, and believes that steps should now be taken by you to compel immediate action on the part of the railway people.

I trust you will give this due consideration and advise me what you think of the situation, and whether the company should allow the road to be thus exposed, and whether they should not be compelled to put in the crossing at once.

In the meantime, I remain, Respectfully yours,

C. H. ILGENFRITZ.

P. S. I have no personal interest in this matter.

On same day of receipt, a copy of the foregoing was sent to President C. J. Ives, of the respondent company, and on June 10th Mr. W. P. Brady, general agent of the company, made answer as follows:

CEDAR RAPIDS, Iowa, June 10, 1896.

Mr. W. W. Atneworth, Secretary Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR—Yours of the 4th inst., addressed to Mr. C. J. Ives, president of this company, relative to communication from C. H. Ilgenfritz, of Clarksville, in regard to a highway matter in the vicinity of that town, has been referred to me to answer.

In reply I would say, that on Monday last, the 8th inst., Mr. Ilgenfritz called at my office here, accompanied by his brother, who owns a farm in that vicinity, as per previous agreement, and we devised a plan, I think, by which a highway across our track will not become necessary. We have a thorough understanding with Mr. Ilgenfritz at present relative to this matter, and I feel persuaded that the board will not be caused further trouble by him, or any one else in the vicinity of the proposed crossing, relative to it.

Yours truly,

W. P. BRADY,
General Agent.

On June 13th Mr. Ilgenfritz advised the commission that negotiations were pending toward an adjustment of the difficulty, and on August 15, 1896, he again wrote the board, stating that

The matter has been practically adjusted to the satisfaction of all concerned. There are some details left, but they will be arranged in a short time. You are authorized to withdraw the complaint from before the board.

August 18, 1896.

C. 1736—1896.

D. C. WEHDE, BERWICK,

V.

} Train service.

CHICAGO GREAT WESTERN RAILWAY.

Under date of May 21, 1896, Mr. D. C. Wehde of Berwick filed a complaint against the Chicago Great Western Railway company, alleging that the said company had refused of late to stop certain trains at the station of Berwick which for a long time had been stopped there, and that by said refusal the public were suffering great hardship and inconvenience, especially in so far as they had business to transact in the city of Des Moines, for the reason that they could not go to Des Moines and return by railroad the same day, and he asked that the commissioners aid him in securing from said railroad company such relief as he and the public needed and were entitled to receive.

A copy of Mr. Wehde's complaint was forwarded to Mr. Sam C. Stickney, general manager of the respondent company, with the request that he make such reply as he desired, and under date of May 22d Mr. Stickney says:

We have arranged to have train No. 2, which leaves Des Moines at 9 P. M., stop at Berwick to discharge passengers. This will permit of persons living at Berwick going into Des Moines on No. 5, which passes Berwick at 12:24 P. M., returning home the same day. This will give the people of Berwick two trains a day to and from Des Moines.

This assurance, filling the demand of Mr. Wehde, will be considered as closing the case.

C. 1737—1896.

K. S. TASKER, ONSLOW,

V.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

} Overcharge on corn to Chicago,

Complaint filed June 11, 1896.

On June 11, 1896, the following complaint was filed in the office of the board:

ONSLOW, Iowa, June 10, 1896.

To the Honorable Board of Railroad Commissioners of the State of Iowa, Des Moines, Iowa:

GENTLEMEN—I have a claim against the Chicago, Milwaukee & St. Paul Railroad company for overcharge on corn shipped during the years '92 and '93. These overcharges were brought about by their railroad weights being in excess of the actual weight in the cars. I presented my claim in March of '95 and heard nothing from it until in July that year, when they sent a man to see me regarding the matter and asked to go over all the business I had done during the above mentioned years and check off as against the cars on which there might have been an undercharge. This I would have been willing to do, but I had had claims of the same character paid before and no demands of this kind made and as I did not know there was any necessity of keeping the old accounts they were all destroyed after the rendering of this claim and did not have them to check over. The next thing done was November 15, 1895, when I called on Mr. Elliott, general claim agent, at Chicago, and explained the situation to him, which seemed perfectly satisfactory, and I made a proposition to him as follows: To take \$100 of the claim in mileage and the balance in cash; the amount of the claim being \$356.81, making a cash payment of \$256.81, and agreed to ship our live stock over the road to Chicago and influence all the stuff I could to go over the road to Chicago, which I did, and have shipped eight loads as per agreement. This matter we agreed together to leave to the division freight and passenger agent, B. H. O'Meara, Cedar Rapids, as to the justice of this claim, and Mr. Elliott called Mr. O'Meara in to see him regarding the matter, and Mr. O'Meara advised the payment of the claim and wrote to me to that effect and that "he thought Mr. E. would pay the claim soon, as I had proposed." This ran along till last of January when I wrote and demanded an immediate settlement of the claim and Mr. O'Meara again took the matter up and wrote me to the effect that "he had seen both Mr. Kelly and Mr. Elliott and they had agreed to settle the matter at once as I had proposed," which proposition was named in the last mentioned letter of January 30th. At the writing of this letter I told them that if the claim was not paid within a week I would not ship our stock over their road, but would ship it over the Chicago & North-Western railroad, which is but two miles from me and the Chicago, Milwaukee & St. Paul is four miles, but after getting the letter satisfying me the claim would be paid shortly, I shipped the balance of our stock over their road to Chicago. After this I waited patiently and have been waiting ever since, writing occasionally and always getting a letter to the effect that the claim would be paid, but finally got an order to draw on the treasurer for \$100 in full settlement of the claim, which, of course, was a surprise to me, inasmuch as it was not at all as per agreement and so much short of the claim, and I went again to Chicago and Mr. Elliott then denied the agreement and said he had written authority from me consenting to accept \$100 in full of the claim. I at once went to see Mr. Kelly, assistant general freight agent, and he promised to have the papers in the case sent to Mr. O'Meara the second time and it would be paid within ten days. It has now been about thirty days and no money yet. Mr. O'Meara wrote me to the effect that he would come down and check over the claim with me, putting it right back where it was a year ago last July. In answer to this letter I wrote Mr. O'Meara that the claim was already settled as to the amount and did not see the necessity of checking over a matter already settled upon, and have just received a letter from him stating that the papers in the case have been forwarded to Chicago again, whereupon I am forced to appeal to your honorable board for relief. Number of claim is 396,323. Hoping you may be able to have the matter paid up without the cost and annoyance of litigation. I am,

Yours truly,

K. S. TASKER,

Per T. G. T.

After some further correspondence, which developed the fact that shipments in question were from point to point within the state of Iowa, the case having been laid before the respondent company for attention and answer, the follow-

ing was received from Mr. A. C. Bird, general traffic manager Chicago, Milwaukee & St. Paul Railway company:

CHICAGO, June 23, 1896.

Mr. W. W. Ainsworth, Secretary, etc.:

DEAR SIR—Referring to yours of the 11th and 16th of June regarding communication from Mr. K. S. Tasker of Onslow: I have not had sufficient time to give this matter all the attention which it requires, but it seems to me that if Mr. Tasker expects the commissioners to bring about a settlement of the matter he ought to put in a specific claim in due form, sworn to, as I understand all such cases are, prior to investigation of the board. I would like to have a claim in as specific form as possible.

Yours truly,

A. C. BIRD,
General Traffic Manager.

The attention of the complainant was called to the suggestions made by Mr. Bird, which elicited reply as follows:

ONSLow, Iowa, June 26, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Yours received stating that A. C. Bird requests a formal claim, duly sworn to, etc., to which I have to reply as follows: I put my claim in, in as clear form as possible for anyone to do, March 13, 1896, and on November 15th a settlement was agreed upon; and the matter has not been paid is my complaint, a proof of which I have in a communication from them, a copy of which I sent you a few days ago. Now what I want is the payment of what has already been agreed upon. If it is necessary for you to have the papers in the claim then I ask you to have them forward them to you, as they are all in their possession, I suppose in the claim office. Number of claim, 390,332. My complaint is simply that they do not complete their part of the contract by the payment of the amount agreed upon and the \$100 worth of mileage. It is not the refusal to pay, but because they never at any time refused to pay, but is simply to hasten the completion of the agreement. Hoping this will clearly explain the matter, I am Truly yours,

K. S. TASKER.

Mr. Bird was advised of the contents of Mr. Tasker's latest communication, and after some further correspondence the complainant wrote the board, on September 2, 1896, that "The claim is settled. * * * Kindly accept thanks."

The case is therefore closed.

September 4, 1896.

C. 1738—1896.

J. L. COMSTOCK, ET AL., HARDY,

v.

BURLINGTON, CEDAR RAPIDS & NORTHERN
RAILWAY COMPANY.

} Street crossing.

Complaint filed June 18, 1896.

Under date of June 16, 1896, Mr J. L. Comstock, of Hardy, wrote the board as follows:

We have been trying for the last two or three years to get the Burlington, Cedar Rapids & Northern Railroad company to open a crossing here in Hardy, which is on the main street of the town, but have only succeeded in getting promises. I placed it in the hands of the county attorney last season. He sent notice to be served on the agent here, which was served. The company then sent a man to talk it over with the people of the town. They found us all in favor of it, and agreed to put it in if we would stop proceedings, which we did, and that has been the last we have heard of it. Us people who live on the south side of the track are compelled to crawl under gates to get to the postoffice or stores, and it is very unpleasant for women and children, as well as dangerous. I think all that is necessary is for you to notify them to open the crossing at once, and it will be done without any delay. The agent's name at this place is A. Maxon. Hoping you will attend to this at once, I remain

Respectfully yours,

J. L. COMSTOCK.

Copy of the foregoing was forwarded Mr. C. J. Ives, president of respondent company, and was by him referred to Mr. W. P. Brady, general agent, who wrote the board, under date of June 20, 1896, as follows:

Yours of the 18th addressed to Mr. O. J. Ives, president of this company, relative to a letter written you by Mr. J. L. Comstock, of Hardy, under date of June 18th, complaining that our company had failed to open a public highway across its depot grounds in Hardy, I would say that this matter, as Mr. Comstock advised you, has been up for consideration during the past two years, but owing to certain complications that seem to be continually arising out of it, final action has been delayed for an unusual length of time. I now desire to advise the board that prompt, and I trust, satisfactory action will be taken with Mr. Comstock's request, so that further intervention in his behalf will not be necessary.

Mr. Comstock addressed the board again, and the following letter was sent Mr. Brady.

DES MOINES, Iowa, July 15, 1896.

W. P. Brady, Esq., General Agent Burlington, Cedar Rapids & Northern Railway Company, Cedar Rapids, Iowa:

DEAR SIR—In accordance with yours of June 20th, in regard to the request of Mr. J. L. Comstock and others, of Hardy, Iowa, it was presumed that as therein indicated there would be "prompt and satisfactory action" taken in reference to this case, but the attention of the commissioners is again called to the matter by Mr. Comstock in a letter received to-day, which is as follows:

"I wish to inform you that the Burlington, Cedar Rapids & Northern Railroad company have not made the first move toward putting in crossing here. Mr. Samuel Sturgeon, the owner of the town site, wrote Mr. W. P. Brady, general agent, in regard to the crossing, and in reply Mr. Brady said he would be here to talk the matter over—about two weeks ago—but has failed to put in appearance. Now what showing must we make before the board of commissioners to have this matter attended to at once? If they wish a plat of the town we will forward one. There are young children who wish to attend school this fall, but as the track is always blocked with cars it is not safe or proper to let them crawl through under the cars. Let us know what is necessary for us to do and we will do it. I remain, etc."

Will you kindly advise this office by return mail what is the present status of this case?

Very respectfully yours,

W. W. AINSWORTH,

Secretary.

By order of the board.

On July 20th a letter was received from Mr. S. Sturgeon, of Garner, concerning the same case, as follows:

GARNER, Iowa, July 16, 1896.

Hon. C. L. Davidson, Hull, Iowa:

MY DEAR SIR—For something over a year I, in common with other property owners and the business men of the village of Hardy, in Humboldt county, have been urging the Burlington, Cedar Rapids & Northern Railway company to put in a crossing over their track on Main street in that village. On various pretexts they have neglected or refused to do anything in the matter. The roads leading into town, both from north and south, are on a line with this street. One of the elevators and the only lumber yard are on this street, and it is a great inconvenience to the business of the town, as well as the general public, to have this thoroughfare barred and blockaded by reason of the company's neglect or refusal to put in this crossing.

Will you do me the favor of calling the attention of your board to this matter? We would be glad to have an opportunity of making a showing to your board of the situation at Hardy relative to this crossing. Please inform me as to what is necessary on our part to properly bring this before the commissioners, and very greatly oblige.

Yours respectfully,

S. STURGEON.

A copy of the foregoing was forwarded President C. J. Ives, on July 21, 1896. On July 22, 1896, there was received from Mr. W. P. Brady, general agent of the respondent, the following:

I have arranged to go to Hardy on Thursday next, the 23d inst., and I trust while there to arrange this matter to the satisfaction of all concerned. I will take the precaution to see that Messrs. Comstock and Sturgeon are at home on that date so they may be in position to advise you of the result of my trip. Press of business on other sections of the road has pre-

vented me from giving this matter as prompt attention as I had hoped to when I wrote you on the 20th ult.

On July 25th Mr. C. J. Ives, president of the company, writes the board:

In reply to yours of July 21st, concerning the complaint of S. Sturgeon in regard to crossing over railway in village of Hardy, would say, some correspondence has been had between your office and our Mr. Brady with reference to this matter, and Mr. Brady advises me that he was at Hardy on the 23d inst. and settled the matter.

Trusting this may close it up satisfactorily, I am, etc.

On July 27, 1896, Messrs. Comstock and Sturgeon were asked to advise the commissioners promptly if a satisfactory adjustment had been made. In answer thereto the following were received:

HARDY, July 29, 1896.

W. W. Atsworth, Secretary:

DEAR SIR—Mr. Brady was here on the 23d, and agreed to put in the crossing without delay. If he fulfills his agreement all is satisfactory.

Respectfully yours,

J. L. COMSTOCK.

GARNER, Iowa, August 10, 1896.

Secretary Board of Railroad Commissioners:

Your esteemed favor of recent date, in regard to settlement of the matter of railroad crossing at Hardy is at hand. I take pleasure in informing you that the company has put in the crossing in question.

For your prompt action in bringing the matter before the company you will please accept my sincere thanks. Yours respectfully,

S. STURGEON.

The case is closed.

August 18, 1896.

C. 1739—1896.

PRIMGHAR GRAIN COMPANY, WILLIAMS
BROS., ET AL., PRIMGHAR,

v.

} Site for elevator.

ILLINOIS CENTRAL RAILROAD COMPANY.

Petition filed July 5, 1896.

On July 5th the following petition was filed in the office of the railroad commissioners:

In the matter of the application of the Primghar Grain company for an order compelling the Illinois Central Railroad company to permit an elevator to be erected on right of way at Primghar, Iowa.

To the Honorable Board of Railroad Commissioners of Iowa:

GENTLEMEN—We, the undersigned named citizens of O'Brien county, Iowa, who reside in the vicinity of the town of Primghar, and who make said town their trading point and market to sell grain, respectfully petition and ask that an order be made and entered against the Illinois Central Railroad company compelling them to allow the Primghar Grain company, composed of Williams Bros. and others, to erect and operate an elevator on said railroad company's right of way at Primghar, Iowa, and as grounds therefor state to said commissioners the following reasons:

First.—That the Primghar Grain company petitioned the Illinois Central Railroad company for a place to put in an elevator at Primghar and were refused, as shown by letter of O. K. Dixon, superintendent of railroad company, hereto attached.

Second.—That there are only two elevators at Primghar; one is owned by O. E. Achorn, of Sutherland, and the other by the Chicago & O'Neil Grain company, of Chicago, and to the best of our knowledge and belief, said two elevators have combined together and have an understanding and agreement about the prices of grain, so there is no competition and they do not pay the average market price, or as much as is offered for grain at other towns in the county, thereby causing the farmers to haul their grain to Sanborn, Sutherland and Paullina in order to get the average market price for said grain, greatly to the disadvantage of both the farmers and business men of the town and vicinity of Primghar.

Third.—That the farmers selling grain have frequently been able to get from 2 to 3 cents per bushel more for the same grades of grain at the Achorn elevator at Sutherland than they could at the Achorn elevator at Primghar, and the same condition exists at Sanborn and Paullina over Primghar.

For the reasons above set forth, and in justice to the farmers and business men of Primghar, we, the undersigned petitioners, ask that an order be entered requiring the Illinois Central Railroad company to grant and furnish for the Primghar Grain company proper room and space on the right of way of said company at Primghar, suitable for the erection and maintaining of a grain elevator, and to make such other and further orders as by law required in such cases.

Signed: Daniel Behan, E. W. McCracken, D. Bethel, Joseph Rowland, A. Shearer, Jesse Fraizer, Aug. Marquardt, M. Sullivan, B. Bertelson, C. H. Murrey, Henry Albert, A. A. DeLong, Jess. Byers, W. E. Young, Alex. Stewart, J. E. Rolston, O. H. Scott, L. W. Moothart, Theod. Shuhmaker, Wm. Martin, A. Byers, A. V. Kipton, R. P. Jones, L. Hoestman, Emil Lange, Thor. T. Naig, W. R. Baysinger, Barnet Schneider, O. E. Church, Wm. Handerson, J. E. Halladay, G. Perkins, J. T. Daniels, J. A. McDowell, W. F. Christopher, Johan Witrock, A. B. Anderson, T. O. Vallstrom, H. O. Smith, F. J. Kahle, John Kahle, D. O. Chapman, F. E. Thayer, J. N. Potter, C. H. Brigham, D. M. Halladay, Christ Albert, Adam Anderson, Andrew H. Ohme, J. O. Egermeier, and thirty-five others.

The letter of Mr. C. K. Dixon, superintendent, referred to in the petition, was as follows:

Messrs. Williams Bros., Primghar, Iowa:

CHEROKEE, Iowa, July 8, 1896.

GENTLEMEN—I enclose herewith copy of a letter written me by my superior officer, declining to give you lease of ground for elevator purposes at Primghar. I also enclose copy of your application for the ground, as per your request of the 20th ult.

Yours truly,

O. K. DIXON,
Superintendent.

COPY OF ENCLOSURE.

CHICAGO, May 29, 1896.

Mr. C. K. Dixon, Superintendent:

DEAR SIR—Referring to your letter of May 7th, and returning papers in relation to application of the Primghar Grain company and Messrs. Henderson & Ingold for lease of the same piece of ground at Primghar, Iowa, for an elevator, which would necessitate the construction of a spur track at an estimated cost of \$375:

As there are already two elevators at this point, it does not seem advisable to spend this amount of money for additional tracks, and the application is denied for this reason.

Yours truly,

J. G. HARTIGAN,
Assistant General Superintendent.

On July 15, 1896, copy of the petition was forwarded Mr. J. T. Harahan, second vice-president Illinois Railroad company, for attention and answer.

Under date of July 20th Mr. Harahan wrote the board stating that he would "have this matter looked into at once." Mr. T. F. Ward, attorney for petitioners, was so advised.

On July 31, 1896, the following was received from Mr. H. L. Williams for petitioners:

PRIMGHAR, Iowa, July 30, 1896.

W. W. Ainsworth, Esq., Secretary, etc., Des Moines, Iowa:

DEAR SIR—In reference to the application of the Primghar Grain company for grounds to erect elevator on right of way of Illinois Central railroad grounds at Primghar, Iowa, would say that unless action is taken at once it will be too late to do anything this year. We trust you will compel the railroad company to make a showing at once, that we may know what to do.

Yours truly,

H. L. WILLIAMS.

Copy of the foregoing was immediately forwarded to Mr. Harahan, and he was asked whether his investigations had been completed, and if so, what position his company took in the matter.

In answer thereto, Mr. Harahan wrote the board, under date of August 11, 1896, saying, among other things, that:

I have had this matter carefully looked into, and the information I have now received would tend to show that there is a necessity for another elevator at that point. I have, therefore, instructed that a location be given the Primghar Grain company, which I understand is composed of Williams Brothers and others, on which to erect an elevator.

Under date of August 13th the foregoing statement was communicated to Messrs. Williams Bros., for petitioners, who, in a letter received by the board August 18, 1896, say:

Yours of August 13th received and noted, and we relieve you from further notice, and the case may now be closed as to location for elevator at Primghar, Iowa.

Respectfully,

WILLIAMS BROS.

The case is closed.

August 18, 1896.

C. 1740—1896.

TUCKER & SIMS, BUSSEY,

V.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

} Claim for crockery broken in transit.

Complaint filed July 9, 1896.

The following is a copy of a complaint received from Messrs. Tucker & Sims, of Bussey, Iowa:

Bussey, Iowa, July 8, 1896.

Railroad Commissioners, Des Moines, Iowa:

DEAR SIRs—We had a crate of queensware shipped from Oskaloosa to this place about a month ago over the Iowa Central to Albia, and on the Chicago, Burlington & Quincy from Albia to this place, and when I got the crate here and opened it, I found about \$7.50 worth broken all to pieces. I found out that the Chicago, Burlington & Quincy had unloaded the crate at Hamilton, the station above here, and then had to load it up and send it on, and think it was broken in loading and unloading at Hamilton. So I sent in an itemized statement to the Chicago, Burlington & Quincy company, and it run on about a month, and they sent the agent word that they could not pay for it. We got the goods from S. J. Dutton & Co., and they say they know it was loaded in good shape. We would like for you to look it up and see what you can do for us. It is not very much, but we cannot afford to lose it. Let us know what you think, or what you will do about it, at once.

Yours truly,

TUCKER & SIMS.

On July 15, 1896, a copy of the foregoing was sent General Manager W. C. Brown, of the Chicago, Burlington & Quincy Railroad company, who, under date of July 21, 1896, made answer as follows:

CHICAGO, July 21, 1896.

Mr. W. W. Atsworth, Secretary Iowa Railroad Commission, Des Moines:

DEAR SIR—I am in receipt of yours of the 15th in regard to claim from Tucker & Sims, of Bussey, Iowa, on account of damage to a shipment of crockery from Oskaloosa.

For your information I enclose the original claim made by this firm, which you will note is itemized, and amounts to \$4.58 instead of \$7.50.

While there is no evidence to show that this damage was done on our road, in view of the fact that the crate was unloaded and reloaded at Hamilton in error, I have decided to give them the benefit of the doubt, and, more for the sake of good neighborhood than because we think there is any liability, have directed the claim as originally presented be paid.

Yours truly,

W. C. BROWN,
General Manager.

A copy of this answer was forwarded to the complainants, on July 25, 1896, with the statement that unless they were heard from to the contrary "this will be regarded as closing the case upon the records of this office."

Nothing further being received from the complainants, the case is closed.

August 19, 1896.

C. 1741—1896.

THE FONDA IMPLEMENT COMPANY, FONDA, }

v. }

DES MOINES NORTHERN & WESTERN RAIL-
WAY COMPANY. }

Discrimination against short haul

Complaint filed July 21, 1896.

On July 20, 1896, the Fonda Implement company addressed a communication to the board stating that "we enclose an account or claim that we presented to the Des Moines, Northern & Western Railroad company for overcharges on four cars of hay from Jolley, Iowa. You will notice the charge from Fonda to Dubuque is 8.9 cents; Jolley to Dubuque, 12.5 cents; difference, \$25.86, our claim."

In answer to the foregoing he was advised that the rate on hay, class E (in effect prior to July 1st), Fonda to Dubuque via Illinois Central, 226 miles, was 8.9 cents; distance from Jolley to Fonda, via D. M., N. & W., ten miles, 3.8 cents, that added to the Fonda rate would make 12.7 cents, whereas they were charged but 12.5 cents.

The complainants replied to this on July 31st, stating: "In reply to your letter of July 21st, will say, each shipment was made over the Des Moines, Northern & Western; they charged us 8.9 cents from Fonda and 12.5 from Jolley, all over the same line. Now, as we understand the law on this point, they cannot charge us more for a short haul than they do for a longer one."

Again the board wrote the firm, on August 1st, asking them to give the routing of the shipments in question, and on August 5th they say: "Replying to yours of the 1st, both shipments, the one from Fonda and the one from Jolley, were made over the Des Moines Northern & Western to Herndon, then over the Chicago, Milwaukee & St. Paul.

On August 13, 1896, the foregoing correspondence was laid before Mr. J. N. Tittmore, general freight agent Des Moines, Northern & Western Railway company, with request that he give the matter his early attention.

Under date of August 27, 1896, Mr. Tittmore wrote the board, stating, among other things, that "while the company does not feel itself responsible in the premises, and believes it could non-suit any action of the Fonda Implement company brought against it, at the same time there seems to be a principle of justice and equity involved, and on this account we will settle the claim, and I have ordered a voucher made to-day to cover the amount, which action will, I suppose, enable you to close the case."

The complainants were advised of the position taken by the company, and on August 28, 1896, they say: "The settlement will be satisfactory to us, so the case can be closed."

It was so ordered.

August 29, 1896.

C. 1742—1896.

ADAM LANGE, FROELICH,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.} *Hog-tight fence; farm crossing.*

Complaint filed September 1, 1896.

Under date of August 31, 1896, Mr. Adam Lange of Froelich, Iowa, wrote the board as follows:

I notified the Chicago, Milwaukee & St. Paul company twice, first, to make their fence hog-tight through my field; second, to make a crossing so I can get across the track with my binder; third, to cut off the weeds. The time I notified them has passed for some time. * *

In answer to the foregoing, the following letter was by direction of the board sent Mr. Lange:

September 17, 1896.

Mr. Adam Lange Froelich, Iowa:

DEAR SIR—Yours of September 16th, also your former letter, asking about the duties of railway companies in the matter of building hog-tight fences, constructing farm crossings, etc., has been received, and I am directed this morning to say in reply that it is the opinion of the board that the law expressly provides the kind of a fence that the railway company is obliged to build. Section 1973, McClain's code, reads as follows:

"(23 G. A., ch. 30, § 1.) All railroad corporations organized under the laws of this state, or any other state, owning or operating a line of railroad within this state, which have not already erected a lawful fence, shall construct, maintain and keep in good repair a suitable fence of posts and barb wire, or posts and boards, on each side of the tracks of said railroad within the state of Iowa, and so connected with cattleguards at all public highway crossings as to prevent cattle, horses and other live stock from getting on the railroad tracks. Said railroad tracks to be fenced by said railroad companies on or before January 1, 1890, where the railroads are now built, and within six months after the completion of any new railroads, or any part thereof, the said fences to be constructed either of five barbed wires, securely fastened to posts, said posts to be not more than twenty feet apart, and not less than fifty-four inches in height, or of five boards securely nailed to posts, said posts to be not further than eight feet apart, and said fence to be not less than fifty-four inches in height. Provided, when said railroad corporations who have now their fences built shall, when they rebuild or repair their fences, the same shall be built as provided in this act. Provided, further, that any other fence which in the judgment of the fence viewers is equivalent to the fence herein provided shall be a lawful fence. * * *

It would seem that a fence constructed as therein provided would not turn hogs. You make no inquiry about the company's liability for the killing of hogs where it has not fenced against them, and the commissioners do not in this communication pass upon that question.

Referring to private crossings, section 1936 of McClain's code provides that:

"When any person owns land on both sides of any railway, the corporation owning the same shall, when requested so to do, make and keep in good repair one cattleguard and one causeway or other adequate means of crossing the same at such reasonable place as may be designated by the owner."

This commission has assumed jurisdiction in cases of this kind, but the railway companies have taken issue therewith, and there is a case now pending in the supreme court which in all probability will fully decide whether the commission has the power or authority to act in matters of this kind.

It would seem as though if you have no crossing you would be entitled to one, and if the commissioners can be of any aid to you in the matter, they will take the case up with the railway company, and see what can be done. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

Not hearing further from Mr. Lange, the case will for the present be considered closed.

Des Moines, December 4, 1896.

C. 1743—1896.

JAMES D. McCONNELL, BOTNA,

v.

Obstruction and overflow.

CHICAGO & NORTH-WESTERN RAILWAY CO.

Complaint filed September 2, 1896.

Under date of August 31, 1896, Mr. J. D. McConnell, of Botna, Iowa, wrote the board as indicated by the following:

BOTNA, Iowa, August 31, 1896.

Railroad Commissioners for the State of Iowa:

GENTLEMEN—I own land on the south and north side of the Chicago & North-Western railway, it being in section 2, township 81, range 37, Shelby county, Iowa, and in building said road they threw up a grade across my farm, cutting off the outlet of water that runs down from the hills and causes it to overflow about eighteen acres of my land on the south side of railroad. I have been trying to get the company to do something with it now for several years, but thus far have got nothing but promises, and now I appeal to your honorable board for relief in this matter. Yours respectfully,

J. D. McCONNELL.

On September 5, 1896, copy of the foregoing was sent Mr. J. M. Whitman, general manager of respondent, and upon receipt of his answer, dated September 29, 1896, stating that "this is the first time that this matter has been called to my attention, and I have instructed our people to take the necessary steps to correct the difficulty," a letter was addressed to complainant repeating Mr. Whitman's statement and requesting that the commission be kept advised of any progress of adjustment.

Upon November 5, 1896, Mr. McConnell wrote the board, saying: "This matter has been satisfactorily attended to by the North-Western Railway company," which may be regarded as closing the case.

November 10, 1896.

C. 1744—1896.

O. PLATO, ATTORNEY FOR A. BARTLETT,
CORRECTIONVILLE,

v.

Farm crossing.

ILLINOIS CENTRAL RAILROAD.

Under date of September 9, 1895, the following letter was addressed to the board by Mr. O. Plato, attorney for Mr. A. Bartlett, of Correctionville:

A. Bartlett has made application for an open crossing on his farm on section 15, 88-43, where the Illinois Central railroad crosses his land and they will not put it in for him. He has to cross the track to do most of his farming and the gates are so narrow he cannot get a binder through them and has to go about two miles around to get his binder to his grain; also, he has to open and shut his gates as high as sixteen times a day when he hauls out manure. I would like to know whether this road on its Onawa branch is required to run their cars with air brakes on or not, as they do not do so. Please advise me.

Yours truly,

(Signed)

O. PLATO.

The following reply was sent Mr. Plato on September 11, 1895:

DEAR SIR—Yours of the 9th inst. in relation to crossing of A. Bartlett over the Illinois Central railroad has been received and submitted to the commissioners.

He is entitled under the law to an adequate crossing, but it is only under exceptional circumstances that he would be entitled to what is called an open crossing, or one without gates or bars.

There is sent you under another cover a compilation of the laws of this state in relation to railways, on page 47 of which, section 1936, you will find the statutory provision in relation to crossings, which you are doubtless familiar with, and also a digest of the decisions of the supreme court bearing on the same matter, also the commissioners' report for the year 1893, on page 18 to 25 and 171 to 182 of which you will find a somewhat full discussion of the matter you inquire about so far as farm crossings are concerned.

As to the other matter of your letter, you will find the law applicable in chapter 18 of the laws of the Twenty-third General Assembly and chapter 23 of the acts of the Twenty-fourth General Assembly, which appear in the copy of laws sent you.

No application for an extension of time has been made by the Illinois Central Railroad company as provided for in those statutes.

Very respectfully yours,
By order of the board.

W. W. AINSWORTH,
Secretary.

In response to the foregoing Mr. Plato says:

CORRECTIONVILLE, Iowa, September 21, 1895.

Commissioners of Railways, Des Moines, Iowa:

SIRS—* * * I have not a crossing on my farm that is fit to cross, and the highway crossing is dangerous and has been for a year, and I cannot get the Illinois Central railroad to do anything about it. They have also been running their cars all summer without air brakes. Their fence is all out of repair, and they kill my stock and will not pay for it, and will do nothing as they ought to do. I have written them until I am tired. Bartlett is entitled to an open crossing, as nearly all his farm land is across the track from his buildings. The public travel will be stopped here if something is not done soon, as I will not have them running through my field, taking down fences, etc. I have a fence under their bridge here, and whenever they repair the bridge they tear it down and do not put it up, and there is no time but what a hog that weighs 300 can go through their fence. There must be something done, or I must abandon the farm, and there is no hope that the company will do anything.

Yours truly,

O. PLATO.

And again on October 7th:

Railroad Commissioners, Des Moines:

SIRS—The company has refused to put in an open crossing for Mr. Bartlett on section 15-38-43, and I have made a plat of the farm. Nearly all of his land lies across the track from his buildings, and he has to open and shut gates sometimes sixteen times per day when hauling out manure. He wishes you to look at the matter, and if he is entitled to an open crossing, which I think he is, order it put in right away.

Yours truly,

O. PLATO.

Copies of the above were forwarded to Mr. J. T. Harahan, second vice-president of the respondent company, with the request that attention be given the same, to which, under date of November 18th, he says:

CHICAGO, November 18, 1895.

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring again to your favor of the 7th inst., enclosing copy of communication from Mr. O. Plato, of Correctionville, in reference to crossing for Mr. A. Bartlett: I find that on September 14th notice was served on our agent by Mr. Bartlett, asking that we put in an open crossing on his farm. I also find that a gate was put in the fence some time ago for Mr. Bartlett's use, and at the time he seemed to be satisfied. It appears, however, that he was afterwards induced to serve the notice mentioned above on the company. The complaint made by Mr. Plato to your honorable commission is dated September 9th, five days prior to the date of notice served on this company.

In reference to the public road crossing referred to by Mr. Plato in his letter of September 21st as being in a dangerous condition, his letter was written shortly after a heavy rain, which partially destroyed the grading of the public road and broke the culvert boxes under the crossing. Proper repairs have since been made.

The construction of an open crossing would increase the danger and liability to accident, and for that reason I do not consider it advisable to take such action.

A copy of Mr. Harahan's reply was sent Mr. Plato on November 30th, with the request that "after noting the same if there is anything further which you desire to lay before the board, please file the same at an early date."

December 4, 1895, Mr. Plato says:

Long before my letter to the railroad commissioners we had been asking of Mr. Dixon an open crossing and (complainant) says he was never satisfied with gates and does not want them. They are not wide enough to take a reaper through and he had to go about one and one-half miles around to get in and cut his grain. The notice Mr. Harahan refers to was served by an officer at a time Mr. Bartlett proposed to proceed by mandamus. As to the public crossing he speaks of, it is now fixed, as the road supervisor and township trustee served notice on the company after it was out of repair nearly a year. Mr. Bartlett was never induced by anyone to ask an open crossing and has even gone so far as to refuse to sell grain to be shipped over their road because of their refusal. He emphatically denies that he was ever satisfied with the gates and says no one ever heard him say he was. * * *

Mr. Harahan was advised of the position taken by Mr. Plato and the following directed sent Mr. Plato:

DEAR SIR—The substance of your last letter, dated December 5th, has been forwarded to Mr. Harahan, and you will be informed as to his reply when received. Mr. Bartlett is entitled to an adequate crossing, of sufficient width and with proper gates that will answer all the usual purposes of a farm crossing, in accordance with the decisions of the supreme court of the state, a digest of which has been heretofore sent you. If he claims to be entitled to an open crossing without gates or bars, he had better make his application therefor to the proper court, as this board would not feel justified in ordering any such crossing except in such cases as the supreme court has held would justify the same.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

January 25th Mr. Harahan was again requested to reply, and January 28th he says:

CHICAGO, January 28, 1896.

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of 25th inst. in reference to complaint of Mr. A. Bartlett of Correctionville: I find the gates put in for Mr. Bartlett are five-wire iron gates, fourteen feet eleven inches in length, swinging on hinges. This is the standard gate for such purposes in Iowa, and I do not see what more we can do.

I am sorry Mr. Bartlett is not satisfied with the gates, as it is our desire to please our patrons and neighbors in such matters. Yours truly,

J. T. HARAHAN,
Second Vice-President.

This last communication of Mr. Harahan's was sent Mr. Plato upon its receipt, and inasmuch as it does, so far as the commissioners are advised, comply with the requirements of the law in furnishing an adequate grade farm crossing, the case is closed.

C. 1745—1896.

E. J. EDMONDS & Co., MARCUS, AND
OTHERS,

v.

ILLINOIS CENTRAL RAILROAD COMPANY
AND CHICAGO & NORTH-WESTERN RAIL-
WAY COMPANY.

} Failure to furnish cars.

Complaint filed September 30, 1896.

On September 30, 1896, there was received from E. J. Edmonds & Co., George, Iowa, the following telegram:

We cannot get a fair supply of cars. Grain houses all full and there is move on foot to put up the freights. If you can do anything to get cars out here, do so.

This was, in effect, at once wired to J. T. Harahan, vice-president and general manager of the Illinois Central railroad, Chicago, and asking his attention.

In reply Mr. Harahan wired:

We have been short of cars for several days, but we are doing the best we can for all. Will take up their case at once.

Mr. Harahan also wrote under date of October 1st in response to this complaint as follows:

CHICAGO, October 1, 1896.

W. W. Ainsworth, Esq., Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your telegram of the 30th ult. in relation to complaint of E. J. Edmonds & Co., of George, Iowa, as to their inability to secure a fair supply of cars, etc.

I have to advise that we had in Iowa for the past sixty days 700 to 1,000 surplus box cars at all times, waiting for traffic to move, and as late as September 24th we were unable to get any information from shippers, traveling freight agents or superintendents that there would be any such movement as has taken place in the past week, and immediately on seeing the traffic move as it has done, we place preference orders at Chicago to give western lines 100 empty cars per day over and above the loaded cars moving there, as against any other business we are moving, and have cut short our supply of cars in Illinois to help out stations in Iowa.

The heavy movement which has taken place in Iowa sprung up all at once and we are not to blame for not being able to take care of it at the very moment that it started. Such spurts as this cannot be anticipated. Yours truly,

J. T. HARAHAN,
Second Vice-President.

A lengthy correspondence followed partly by letter and partly by telegraph, and all possible aid was extended to the shippers. The situation was peculiar in that the rates had been temporarily reduced to aid in moving the crop; the prices of grain had advanced; the weather and roads favored threshers and the delivery of grain, and withal there was a demand for the proceeds which was most urgent on the part of the producers. Coupled with this there was a constant fear that rates would be restored and values correspondingly reduced.

In the midst of this one of the commissioners visited Chicago to investigate the matter and urge relief. It was found that every possible car of the western lines was in service and that many hundreds of them were standing loaded and unable to reach the elevators to discharge their loads, causing blockades in Chicago, Milwaukee and Minneapolis, in which many grain cars were tied up for several days.

The pressure lasted through October and until the fall rains stopped threshing operations and permitted the breaking of the blockades mentioned. There was also a strong demand upon a number of the western roads having lines running to the pineries, for cars to move lumber, and upon another having a southern connection a demand for cars to move cotton.

This is a constantly recurring experience, and will continue so to be so long as the state is blessed with abundant crops to send to market, or until the policy of the producers is changed so that the grain can be fed and shipped in the more concentrated forms, or until the railways can by some means acquire sufficient rolling stock to meet these periodical demands.

It is doubtless unreasonable to demand of the railways that they shall provide sufficient cars to meet extraordinary calls, and for a short period, while it is expensive to provide storage on the farms where the grain is raised, and if there stored it is frequently miles away from the railway, often with bad roads, and difficult and expensive to haul to the railway when it is desired to sell or ship the same. The commission commends to the railways the utmost liberality in granting sites for elevators of considerable storage capacity on side tracks at stations, believing that a mutual benefit would accrue to the producer and to the carrier by the erection of such for storage and shipping purposes, and com-

mends to all parties interested the careful consideration of this subject to the end that some system of relief applicable to this almost yearly recurring situation may be devised.

The board also received similar complaints during this same period from Mr. C. E. Achorn, of Sutherland; Messrs. Stevens & Son, Cleghorn; W. T. Seibold, Danbury; Messrs. Gray, Babcock & Sears, doing business at Battle Creek, Ida Grove, Arthur and Odebolt, and from Messrs. Bruning Bros., Breda, Iowa.

C. 1748—1896.

B. F. NORRIS & Co., PRAIRIE CITY IOWA,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY
COMPANY.

} *Sending cars off its own line.*

Enquiry filed October 27, 1896.

Under date of October 26, 1896, Messrs. B. F. Norris & Co., of Prairie City, Iowa, made enquiry of the board, concerning the matter of shipping produce in Chicago, Rock Island & Pacific car to points on Chicago, Burlington & Quincy railroad. The enquiry, together with the answer of the board, is herewith set out in full:

PRAIRIE CITY, Iowa, October 26, 1896.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We write you to-day in regard to transportation of Chicago, Rock Island & Pacific cars over foreign roads. We have an order from the hospital for the insane at Mt. Pleasant for a car of potatoes and have been trying to get a Chicago, Burlington & Quincy car for over a week and have failed to get it. Now we want to know if we can ship a Chicago, Rock Island & Pacific car to that point.

We are large shippers and it is a great disadvantage to have to wait on foreign cars to fill our orders.

Please attend to this at once and oblige.

Yours truly,

B. F. NORRIS & Co.

DES MOINES, November 6, 1896.

B. F. Norris & Co., Prairie City, Iowa:

GENTLEMEN—Your letter of date the 26th ult. is received and in reply I am directed to say that the law governing the case you relate is as follows:

"Sec. 2089 (17 G. A., ch. 77, § 10). It shall be the duty of any railroad corporation, when within their power to do so, and upon reasonable notice, to furnish suitable cars to any and all persons who may apply therefor, for the transportation of any and all kinds of freight, and to receive and transport such freight with all reasonable dispatch, and to provide and keep suitable facilities for the receiving and handling the same at any depot on the line of its road; and also to receive and transport in like manner the empty or loaded cars furnished by any connecting road, to be delivered at any station or stations on the line of its road, to be loaded or discharged, or reloaded and returned to the road so connecting, and for compensation it shall not demand or receive any greater sum than is accepted by it from any other connecting railroad for a similar service."

In the earliest case decided by this commission, involving the interpretation of this section of the code, it is said: "Does the law require the railroad company to furnish cars for the transportation of freight off from its own line and upon the line of another road? The commissioners are of the opinion that it does not." In a later decision by the board it was held that "railroad companies are not required to furnish rolling stock for other companies."

This disposes of the question as to whether the Chicago, Rock Island & Pacific Railway company would be obliged to furnish a car at one of its stations to be loaded and sent off the lines of that company.

But if the Chicago, Rock Island & Pacific Railway company furnishes a car and it is loaded for shipment to a point on the Chicago, Burlington & Quincy railroad, and it is sent to a junction point at which that railway connects with the Chicago, Burlington & Quincy, the

latter is compelled to receive it and forward it to such destination. Or, if the Chicago, Burlington & Quincy railroad desires to send a car over the Chicago, Rock Island & Pacific to Prairie City, to be there loaded and returned over the line of the road so connecting, the latter company must perform the service.

Very respectfully yours,
For the commission.

W. W. AINSWORTH,
Secretary.

C. 1749—1896.

BENNETT KLINE, MANSON,

v.

*Damage to coal thrown from car.
Time allowed for unloading freight.*

ILLINOIS CENTRAL RAILROAD COMPANY,

Complaint filed October 8, 1896.

A communication bearing date of October 5, 1896, was received from Mr. Bennett Kline, of Manson, Iowa, making complaint against the Illinois Central Railroad company, as follows:

MANSON, Iowa, October 5, 1896.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—On October 1, 1896, I received Illinois Central stock car No. 31286 from the Pleasant Valley Coal company, of Fort Dodge, Iowa, loaded with twenty-five tons lump coal. When I quit business last Saturday evening my sales book shows that there was eight and one-third tons still on the car.

Saturday night some time the stock men here wanted this car, so the Illinois Central agent here hired two men to throw the coal out on the ground, where I found it this morning so broken up that it is unsalable. The agent told me himself that two men threw the coal out (eight and one-third tons) in twenty minutes, so you can judge as to its condition. The agent called on me and told me what he had done and said he would pay the damages. I asked him what he thought the damages ought to be; he said he would pay me invoice price for my coal. I told him I could not buy coal and sell it at cost. I then told him to pay the retail price, \$3.20 per ton, and I would call it square; he refused to do it. Now to make matters worse, this coal was all sold to be delivered this A. M.—five tons to Mr. Summerville, one ton to Hurless, one ton to J. Kershaw and one ton to H. A. Love, and as I have no other coal here at present I will lose the sales and probably the customers also. The car was set out here at 1:30 P. M., and as for any demurrage, I have always paid it in the past when required and would have paid it willingly this time if necessary rather than have the coal destroyed.

I now turn the matter over to you for settlement and trust you will attend to this matter at once, for if the railroad company have a right to do as they have done with me, if I continue in the coal business it is of great interest to me to know at once.

Respectfully,

BENNETT KLINE.

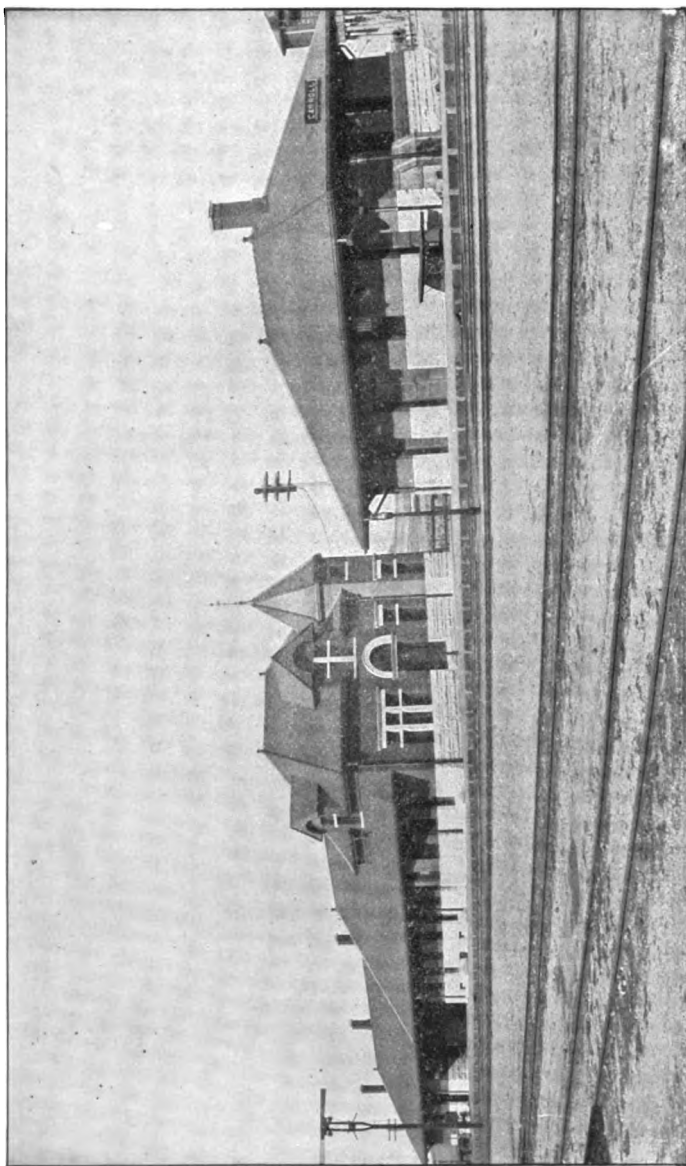
A copy of the foregoing was sent Mr. J. T. Harahan, second vice-president of the respondent company, on October 16, 1896, which elicited from him the following answer, of date November 2, 1896:

November 2, 1896.

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring again to your favor of the 16th ult., in reference to complaint and claim of Mr. Bennett Kline, of Manson, in regard to alleged damage on account of the unloading of some of his coal upon the ground: On account of the satisfactory service performed by our agent at that point in the past, a more than usually careful investigation has been made of this matter.

I find that more or less trouble and annoyance has been experienced with Mr. Kline in getting him to unload cars. In one case, a few days ago, he had a box car loaded with coal at a time when we were very short of cars on the Cherokee division and had absolutely none at Manson. Grain dealers were suffering for want of them, corn shellers were idle, and grain brought in wagons from the country was taken home by the owners because of our inability to furnish cars. This box car was placed at Mr. Kline's shed, and our agent begged him to unload it so that it could be turned over to the grain dealers to be loaded with grain. He positively refused to do so, stating that he was entitled to two days in which to unload it and that he would take the limit. Our agent was assisted in his efforts by the grain men, but to no avail, Mr. Kline declining to unload the coal and accommodate his associates in business



CHICAGO & NORTH-WESTERN RAILWAY.
Passenger Station, Carroll, Iowa.

in that town. During the same night some passing freight train displaced the car from the shed, where it remained half a day, and Mr. Kline insisted that a half day should not be taken into account by him, although he was unloading the car by team at the time and suffered no inconvenience from the fact that the car was standing at a point on the track other than at his shed.

Referring to the particular case in question, this stock car loaded with coal was standing on the track and more than forty-eight hours had expired from the time it was first accessible for unloading. On Saturday, October 3d, the day mentioned in Mr. Kline's letter, we had an order for stock cars which could not be filled on the Cherokee division without making use of this car containing coal. The stockmen represented to our agent that they were afraid to leave their hogs in the pens over Sunday on account of the hog cholera, and as a last resort the agent determined to act for the best interests of the patrons of the company and employed men to unload the coal, turning the car over to the stockmen to be loaded with stock. The following Monday morning the agent went to Mr. Kline and explained what he had done, asking him to make a statement of any damage he had sustained. He declined at that time to do anything with the coal or to make any statement. He afterwards, however, made out a bill and sent it to the office for eight tons and 600 pounds of coal at \$3.10 per ton, \$25.73. The coal was sold by the agent for \$22.73 and the proceeds remitted to the local treasurer, the sale, of course, not having been made to as good advantage as Mr. Kline could have sold it had he been disposed to deal amicably and fairly with our representative. No other dealer at that point has given us any trouble in handling his business, and very little attention has been paid to the collection of car service charges on that account. The agent states that Mr. Kline has not paid car service charges, and that he is the only offender in respect to holding cars beyond a reasonable time for unloading them.

I am also advised that Mr. Kline was at the time selling his coal at \$3.10 per ton in any considerable quantity, and \$3.20 per ton in small quantities—a ton or less.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

Upon a consideration of the matters involved in the controversy, the board directed communication sent Mr. Kline, to-wit:

November 10, 1896.

Mr. Bennett Kline, Des Moines, Iowa:

DEAR SIR—I am directed by the board of commissioners to say to you that they have given your complaint, under date of October 5, 1896, against the Illinois Central Railroad company, a very careful investigation, and that they have reached the conclusion that under the circumstances disclosed by your communication the car of coal in question was placed at your disposal, for the purpose of unloading, a reasonable time, and that you had ample opportunity to unload and remove the same, that is to say, this car was received by you October 1st and was not unloaded by the company until the night of October 3d, thereby giving you at least forty-eight hours, or over. This the board regards as giving you reasonable time and opportunity to unload and remove your coal.

This is the only question which the commissioners, under the law, have a right to determine in this case. The question of damage or injury, if any, which you may have sustained by reason of the manner in which or the place where such coal was unloaded, is solely a pecuniary one, and one over which the courts have sole jurisdiction. There being no public question involved, this board cannot assume jurisdiction thereof.

Very respectfully yours,
For the commission.

W. W. AINSWORTH,
Secretary.

This closes this case.

December 4, 1896.

C. 1751—1896,
D. H. SNOKE AND OTHERS, DURANT,

V.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-
WAY COMPANY.

Insufficient train service.

Complaint filed October 12, 1896.

Upon October 12, 1896, the following was received from Mr. D. H. Snoke, of Durant, Iowa:

DURANT, Iowa, October 10, 1896.

To Iowa Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I recently presented to the superintendent of the Chicago, Rock Island & Pacific Railroad company, Mr. Harry Fox, a petition signed by about 100 citizens of this place and vicinity, asking that their train No. 19 west-bound stop here, and for better passenger accommodations westward.

The petition has been refused, and I now ask your assistance in securing above, giving the following information:

After 10 o'clock A. M. we have no passenger train west stopping here until 6 o'clock A. M. the next morning, excepting a local freight running through here with only caboose accommodations, at an uncertain hour between 7 and 9 o'clock P. M., and which as a rule is annulled several times a week.

As we are near Davenport an afternoon-evening train is of great advantage to us, coming westward. As it is now, we are compelled to go through to Wilton or West Liberty and return on No. 4, getting here at 11:30 P. M.

We think we are reasonable in asking that train No. 19, going west through here between 9 and 10 o'clock P. M., stop, and in protesting against our present treatment.

We beg your early attention to this matter in our behalf, and will be pleased to furnish you with any further information desired. Yours respectfully,

D. H. SNOKE,

Cashier Durant Savings Bank; ex-Member Twenty-fifth General Assembly.

Upon October 16, 1896, the receipt of the foregoing was acknowledged and a copy of the complaint was sent Mr. W. H. Truesdale, general manager of respondent company.

Under date of October 26th the company made answer through its vice-president and general manager, as follows, a copy being sent the complainant:

CHICAGO, Ill., October 26, 1896.

W. W. Atinsworth, Esq., Secretary Railroad Commission, Des Moines, Iowa:

DEAR SIR—I duly received yours of the 16th inst., enclosing copy of communication received from Mr. D. H. Snoke, cashier Durant Savings bank, with reference to alleged insufficient train service at Durant, and requesting that we arrange to have our train No. 19 west-bound stop there.

On investigation of this matter, I find that our train No. 89, which is a regular freight train which carries passengers, has run every day during the past month, and with very reasonable regularity. It passes Durant station at a very convenient hour for the people there, and we think should and will accommodate all the people who want to go to or from Durant, coming from east of there or going to points west as far as West Liberty, very satisfactorily.

We cannot stop our train No. 19 there. It is one of the fastest trains we have over our line between Chicago and West Liberty. We have, within the past six months, reduced its running time very materially, and it is as much as we can do to make the running time of that train with the stops we now have.

If we stop this train at Durant, there is no reason why we should not stop it at every other point between Durant and West Liberty, and we have no doubt, should we do as the Durant people wish, that we would soon have petitions from every town between the points named for us to do likewise with this same train. It would be a physical impossibility to make these stops and make the schedule time of this train.

Truly yours,

W. H. TRUESDALE,

Vice-President and General Manager.

Upon the showing made in the foregoing correspondence the board reached the conclusion as shown by its letter to Mr. D. H. Snoke of November 11, 1896, to-wit:

November 11, 1896.

Mr. D. H. Snoke, Durant, Iowa:

DEAR SIR—I am directed to say that the commissioners, upon investigation of the request made by you on behalf of the residents of Durant station and surrounding vicinity, for better train service by having fast train of the Chicago, Rock Island & Pacific Railway company stop at such station, have reached the conclusion, in view of the pressing demand of the public for better and more rapid transit, that the request should be denied at this time. The railway companies have the right to operate certain of their trains over their through trunk lines in Iowa to meet such wants and demands of the public within just and reasonable limits. Whenever it is made to appear, however, that the people are not enjoying fair and reasonable railway facilities, which their location and railway advantages entitle them to, then if the matter is brought to the attention of this board, it will gladly render them all possible aid to procure such railway service as they may be entitled to under the circumstances.

If this board should make the order requested in this instance, it would be obliged to grant the same request from towns located under similar conditions upon this line of railway, and before this fast train had reached very far through the state, it would be nothing more than a local train. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

For the commission.

Upon November 13, 1896, Mr. Snoke again wrote the board giving additional information concerning the inadequacy of the present train service at Durant to reasonably accommodate the traveling public, and later, on November 21st, called at the office of the commissioners and made further statements, indicating the urgent need for an additional train at that point.

After carefully considering the matter, the board directed that the following communication be sent Mr. W. H. Truesdale for respondent company:

DES MOINES, Iowa, December 4, 1896.

Mr. W. H. Truesdale, General Manager Chicago, Rock Island & Pacific Railway Company, Chicago, Ill.:

DEAR SIR—You are advised that since this board declined the request of the people of Durant that the fast through trains on your line of railway be required to stop at Durant station, the commissioners have received a communication from citizens of that station insisting that their train service for the carrying of passengers in and out of Durant station is wholly inadequate, and they cite several instances where passengers have been greatly delayed and otherwise unnecessarily discommoded, and they complain that your freight trains, which were taken into consideration by the board at the time it made its former ruling, have been so irregularly operated that they furnish no suitable or proper accommodation for the traveling public, and that on some days these trains have been wholly abandoned.

The commissioners wish to impress upon you that they are anxious to not unnecessarily cripple or impede the operation of fast through trains in this state, yet in so doing this board would not feel justified in encouraging the railway companies in depriving the traveling public of reasonable facilities of transportation locally, as well as otherwise, and the commission trust that you will take this matter up without delay with the people of Durant and reach an amicable arrangement, whereby they may not have any reasonable ground of complaint in regard to the passenger service upon your line of railway.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

For the commission.

Replying to the foregoing, Mr. Truesdale, under date of December 9, 1896, said:

I am in due receipt of your letter of the 4th inst. with reference to complaint made by the citizens of Durant that we are not furnishing them with reasonable and sufficient passenger train service.

We are getting out a new time card which will take effect on the 20th inst., on which we will run a train from Rock Island to Muscatine, via Durant and Wilton, leaving Rock Island

somewhere between 6 and 7 o'clock in the evening and stopping at all stations between the points named above.

I think this will fully accommodate the people of Durant and other points in that territory and will be satisfactory to them.

The proposition of Mr. Truesdale was sent to the complainants, and seeming to satisfy complaint made, as appears by copy of letter attached, the case is now closed:

DURANT, Iowa, December 14, 1896.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners:

DEAR SIR— * * * * will say that the proposed new train running west in evening as far as Wilton will, in my judgment, give us reasonable satisfaction. Thanking you very much for your kind offices, I am Yours very respectfully,

D. H. SNOKE.

December 16, 1896.

C. 1752—1896.

WHITE & CLINE, MERIDEN,

v.

} Discrimination in furnishing cars.

ILLINOIS CENTRAL RAILROAD COMPANY.

On October 13, 1896, the following complaint was filed by Messrs. White & Cline, grain buyers, of Meriden:

MERIDEN, Iowa, October 10, 1896.

The Iowa Railway Commissioners, Des Moines, Iowa:

GENTLEMEN—We are overburdened with grain, houses shut up, and thousands of bushels of grain bought that we can not take in and will lose, all on account of the Illinois Central railroad's refusal to furnish us sufficient cars to carry on just a very moderate run of business. We haven't had any cars for a week now, and our elevators have been shut up, and the grain that we have bought is going to other parties. The Cherokee grain dealers are getting all the cars they can use, or at least enough to keep them running, and we ask you to look after the matter and see if the company can't get us some cars at once.

Yours,

WHITE & CLINE.

October 13, 1896.

White & Cline, Meriden, Iowa:

GENTLEMEN—Yours of the 10th inst., complaining not only of lack of cars but discrimination in their distribution, has been received and taken up with General Manager Harahan of the company. He has been requested to give you relief if possible. It may be profitable for me to add here that the complaint of lack of cars is not confined to any one place or line of railway, but is more or less general over quite a portion of the state, owing, no doubt, to the fact of the increase in price, decrease in the rate and incoming crop, making it necessary to move the grain on hand. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

DES MOINES, Iowa, October 13, 1896.

Mr. J. T. Harahan, Second Vice-President Illinois Central Railroad Company, Chicago, Ill.:

DEAR SIR—Enclosed please find copy of communication from White & Cline, of Meriden not only indicating a lack of cars but alleging discrimination in their distribution.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

CHICAGO, October 15, 1896.

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I have your favor 13th inst., enclosing copy of communication from Messrs. White & Cline, in reference to shortage of cars for shipment of grain and alleging discrimination in favor Cherokee grain shippers.

I will have the matters mentioned in their letter investigated and write you later concerning same. Yours truly,

J. T. HARAHAN,
Second Vice-President.

Messrs. White & Cline, Meriden, Iowa:

October 16, 1896.

GENTLEMEN—Upon receipt of your recent complaint the matter was at once taken up with Vice-President Harahan who, under date of October 15th, says: "I will have the matters mentioned in their letter investigated and write you later concerning the same."

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

October 30, 1896.

Mr. J. T. Harahan, Second Vice-President Illinois Central Railroad Company, Chicago, Ill.:

DEAR SIR—No reply has as yet been received to the complaint of White & Cline, of Meriden, alleging discrimination in favor of Cherokee in the matter of furnishing cars.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

CHICAGO, November 2, 1896.

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring again to your favor of 18th ult. in reference to the complaint of Messrs. White & Cline of Meriden, Iowa, as to shortage of cars and discrimination in favor of Cherokee grain dealers: I have had this matter carefully investigated and find that during the period from October 1st to 15th inclusive Cherokee, with six elevators, was furnished with fifty-one empty cars, while Meriden, with three elevators, received twenty-eight cars. During the same period Cleghorn received thirty-two empty cars.

On account of the extremely heavy shipments of grain all over our line, we have only been able to furnish a small proportion of the cars ordered during the past month, but we have endeavored to distribute them as fairly as possible, so as to prevent any cause for complaint as to discrimination.

As you are aware, we have also received a complaint from Stevens & Son of Cleghorn, that stations in contiguous territory were getting more cars than they were entitled to. We have been doing the best we could to supply cars and have endeavored to treat all alike. From the investigation I have made I am satisfied that there has been no discrimination in favor of Cherokee or any other station as against Meriden.

Yours truly,

J. T. HARAHAN,
Second Vice-President.

C. 1753—1896.

W. F. DAMMIER, NEWTON,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY
COMPANY.

Claim—Refund of overcharge—Passenger fare cannot be made a part of freight charges.

This case was originally filed with the board on October 29, 1892, but was again called to the attention of the commissioners early in 1896 by the Chicago, Rock Island & Pacific Railway company with the request that they express their views as to the right of the railroad company to make the passenger fare of certain persons who traveled with the threshing outfit a part of the freight charges for the transportation of said threshing outfit. A brief summary of the facts in the case is in substance as follows: That Mr. W. F. Dammier, of Newton, Iowa, shipped a thresher and some other things by way of the Chicago, Rock Island & Pacific from Newton, Iowa, to Des Moines, and thence via Chicago & Northwestern to Alton, Iowa; that there was a freight overcharge of \$4.60 accruing on the shipment from Des Moines to Newton; that on the complainant endeavoring to secure the payment of this overcharge the respondent company, the Chicago, Rock Island & Pacific, claimed an offset by way of the passenger fare of certain persons who traveled with the threshing outfit and who claimed to be employes of Mr. Dammier. In answer to the above request the board directed the following statement to be made:

DES MOINES, IOWA, March 5, 1896.

Mr. C. J. Phillips, Division Freight Agent, Chicago, Rock Island & Pacific Railway Company, Des Moines, Iowa:

DEAR SIR—In accordance with your request I am directed by the commissioners to make the following statement in reference to the complaint of William F. Dammler, of Newton, other papers hereto attached:

First.—That the overcharge of \$4.60 between Des Moines and Newton is admitted by all who have handled the case.

Second.—That while it is, of course, obvious that the carrier is entitled to full tariff rates for the transportation of freight or passengers, the commissioners are of the opinion that the attaching of passenger charges to freight bill, thus making the fare a part of the freight charges, would be in the nature of an increase for the transportation of freight, which, if recognized or practiced, would lead to endless difficulty and vexation.

Third.—That the carrier has the right to collect regular fare, subject to its general rules, from persons who travel on its lines at the time of such travel and that having failed or neglected to do this, it is not competent nor, in the judgment of the commissioners, advisable for the carrier to make such uncollected passenger fare a part of the freight bill.

Fourth.—That the question of whether the persons who traveled with this threshing outfit were or were not in the employ of the complainant is purely a question of fact not now before the commissioners, and that if it were claimed that they were in complainant's employ and traveling by his orders, complainant would be entitled to an opportunity to make answer to this part of the case; that in case he continued to deny responsibility and to deny that such persons were in his employ, as he has already done earlier in the case, this question of fact would still be unsettled and would more properly be one for a jury than for this commission to determine.

The papers are consequently herewith returned.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

C. 1754—1896.

J. T. JUDGE, CARROLL,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

} Damage account of delay of tent in
transit.

Filed May 23, 1896.

There was received by the board on May 23, 1896, from Mr. J. T. Judge, of Carroll, a claim for damages on account of an alleged unreasonable delay of a tent shipped by him from Carroll to Fonda, and thence to Arnold's Park, as set out in the following letter:

CARROLL, IOWA, May 22, 1896.

W. W. Ainsworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I have a grievance against the Chicago, Milwaukee & St. Paul Railway company which I will submit to you and ask your assistance in obtaining an amicable settlement. The circumstances are somewhat complicated, as follows: I shipped a tent and tenting outfit from here for Fonda, Iowa, via Jefferson, Iowa, on July 2, 1895, at which place I was going to use it four days, including July 4th. I went there and called for it July 3d, 4th, 5th, 6th and 7th and was informed by the agent of the Des Moines & Northern that no tent had arrived there, in consequence of which I sustained damages to the amount of \$40 or \$50. I was then on my way to Arnold's Park, Iowa, at which place I also wanted the tent, so upon leaving Fonda I left the agent an order upon arrival of the tent to forward it to Arnold's Park and wrote down the address for him. On July 12th I received a message from him stating that the tent had arrived and was that day forwarded to the above address. I then called for it at various times from the agent of the Milwaukee & St. Paul at Arnold's Park, and was each time informed that no tent had arrived there for me. I was there some five or six weeks and it had not got there when I left, consequently I was damaged there to the amount of \$50 or \$75. I then came home and made demand of the North-Western agent to trace it for me, and was informed that they could not locate it, and not until I made complaint through my attorney, Mr. Bowen, to your honorable body did I receive any satisfaction as to where it was. I had

use for it here at that time, which was in September, 1895, but could not get it until the season was over. Some time in September I was informed by notice from the agent at Manning, Iowa, of the Milwaukee Railway company, which is twenty miles from here, to come and remove tent from depot and pay charges on same. I then replied, making demand on the freight claim agent for damages, which demand was entirely ignored and he refused to correspond or confer with me about the matter. I then, upon advice of counsel, sued the North-Western for damages sustained to July 10, 1895, the court holding that said company were not responsible for delay, since they delivered it to the Des Moines & Northern at Jefferson, on July 2, 1896, as their receipt contains a clause claiming their responsibility to cease at such delivery. Notwithstanding, they say we receive goods to be delivered at Fonda, etc. I supposed the roads could be held in common; such a rule would necessitate me going to the several different counties and the bringing of several suits in order to get any compensation for damage. Please give your opinion as to what should be the ruling of a court in this case.

Now the adjustment I wish to make through your honorable body will apply only to the Milwaukee company, as in their case it was pure negligence that the tent was not taken from the cars at Arnold's Park, but was carried by and unloaded at Spirit Lake, another station six miles distant, and left there all summer; but I did not know this in time to do me any good. As I now understand, a tracer was sent out for it which showed as stated above. Now if the company will confer or correspond with me, I will settle on reasonable terms. I do not wish to be compelled to sue them, but will do so if I don't get satisfaction before next term of court. It is a very plain case and they certainly can refer to their freight records and determine the above statement to be correct. The agent at Fonda can inform them as to his forwarding it and putting on the tags plainly addressed to J. T. Judge, Arnold's Park, Iowa. Hoping this will receive prompt attention and thanking you for report of your work of 1895,

Yours truly,

J. T. JUDGE.

This claim was laid before General Traffic Manager A. C. Bird, in the following letter:

June 4, 1896.

A. C. Bird, General Traffic Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—Enclosed please find copy of communication from J. T. Judge, of Carroll, in reference to alleged delay and consequent damage in the delivery of his tent. The board disclaims any authority to render a money judgment in cases of this character, but presumes you will be willing to make proper adjustment in case there has been negligence on the part of your agents in handling this property. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

In acknowledging receipt of the claim Mr. Bird stated that "the matter is being investigated." In forwarding this statement to Mr. Judge, however, he was informed that the board claimed no jurisdiction in cases of a purely private character, involving simply the collection of a private debt, as is shown in the letter hereto annexed:

June 24, 1896.

Mr. J. T. Judge, Carroll, Iowa:

DEAR SIR—I beg leave to advise you that on receipt of your complaint against the Chicago, Milwaukee & St. Paul Railway company, in reference to loss and delay in shipment of tent outfit, the matter was taken up with the officials of that company, although this commission does not assume any jurisdiction in cases of this kind, being in the nature of a private claim for money damages. This class of complaints are taken up with the railway companies in the hope that in this way an amicable adjustment may be made between shipper and company, and thus avoid litigation.

General Traffic Manager Bird, of the Chicago, Milwaukee & St. Paul, writes under date of June 18th that "the matter is being investigated." You will be advised of the position taken by the company when same is known to the board.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

On July 3d Traffic Manager Bird, after investigating the matter, said:

CHICAGO, Ill., July 3, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Please refer to your letter of June 4th, with which you forwarded copy of communication from Mr. J. T. Judge, of Carroll, in reference to alleged delay and damage in the delivery of his tent. I have made such investigations as were possible from the data received, and my conclusion is as follows:

The tent was shipped originally from Carroll, Iowa, a station on the Chicago & North-Western railway, to Fonda, a station on the Des Moines Northern & Western railway. We were in no manner whatever responsible for any delay that may have been caused by failure to deliver the tent in proper time at Fonda. That is a matter which rests entirely between the Chicago & North-Western and the Des Moines Northern & Western companies. It appears that the owner of the property instructed the agent at Fonda to forward the tent to Arnold's Park. It was consigned, however, by the connecting road to Spirit Lake station, but why so consigned I am unable to ascertain.

It would be wholly impracticable for me to undertake to make any settlement in this matter. We discharged our duty as a common carrier with reasonable promptness. We were necessarily obliged to bill the property to and deliver at the station indicated by the company from whom we received it. But the Spirit Lake way-bill showing that the goods were for Arnold's Park, proper inquiries were made.

There seems to have been a series of delays throughout the case up to the time the goods were delivered to us for trans-shipment to Spirit Lake. I can find no good reason why any claim should be made against this company if we are responsible to any one, we are responsible to the company from whom we received the property, and it is not within my power to make necessary investigation. I recommend that the matter be submitted to the initial road. Yours truly,

A. O. BIRD,

General Traffic Agent.

On receipt of the statement from Mr. Bird that it "is a matter which rests entirely between the Chicago & North-Western and Des Moines, Northern & Western companies," the case was taken up with the latter company, and on August 13th Mr. J. N. Tittmore, general freight agent of that road, made the following statement:

DES MOINES, August 13, 1896.

Mr. W. W. Ainsworth, Secretary, City:

DEAR SIR—Answering yours of the 25th ult. with reference to complaint of J. T. Judge of Carroll, will say in reply that the shipment of tent and fixtures referred to received all possible dispatch while on our line. Shipment went forward from Jefferson on July 3d, as soon as received from the Chicago & North-Western railway. As we had no trains on the 4th of July, the agent returned it to Herndon as soon as he could, and I am informed that the shipment was delivered to the Chicago, Milwaukee & St. Paul railway for shipment to Spirit Lake on July 9, 1896.

As to shipment being billed to Arnold's Park, will say that the regular publications of the Chicago, Milwaukee & St. Paul railway in the hands of our agent at Fonda at the time shipment went forward showed Arnold's Park to be a flag station; in other words, a station at which there is no regular agent for the transaction of business. The shipment was billed as per the universal rule, to the next station beyond—Spirit Lake, but destination, Arnold's Park, was plainly shown upon the billing.

I regret to say this is all the information bearing on the subject that I am able to give you. Very truly,

J. N. TITTMORE.

Upon the above showing the matter was again taken up with Mr. Bird of the Chicago, Milwaukee & St. Paul, as per the following letter:

August 20, 1896.

Mr. A. C. Bird, General Traffic Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—I am directed by the board to send you copy of letter of Mr. J. N. Tittmore, general freight and passenger agent Des Moines, Northern & Western Railway company, referring to delay in delivery of tent to Mr. J. T. Judge of Carroll, Iowa.

This seems to make it clear that the goods were plainly marked to their correct destination (Arnold's Park), and that the bills accompanying explicitly showed Arnold's Park to be the destination.

The commissioners indulge the hope that you will be able to adjust the matter with Mr. Judge to the satisfaction of all parties interested.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,
Secretary.

To the above Mr. Bird made answer as follows:

CHICAGO, October 20, 1896.

Mr. W. W. Ainsworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—In reply to your favor of the 16th inst., regarding claim of J. T. Judge, of Carroll, Iowa:

The delay in this matter resulted from the fact that at the time this shipment was received our regular agent at Spirit Lake was off on a vacation, and also the fact that our agent at Arnold's Park at that time is not now in the employ of the company.

From such investigations as we have been able to make under these circumstances, it appears that the acting agent at Spirit Lake did send the usual postal card notice to consignee at Arnold's Park regarding this property, but received no response either directly, or through the agent at Arnold's Park.

We find, also, that owing to limited station facilities at Arnold's Park, all freight which could not be immediately delivered was taken to Spirit Lake, which accounts for the fact that this property was not put off at Arnold's Park in the first place.

We do not seek to escape our just obligations under the circumstances, and if Mr. Judge will communicate directly with Mr. H. P. Elliott, freight claim agent (Chicago), enclosing bill for a specific amount, which amount should bear some relation to the value of the property and the delay which occurred on our line (eliminating therefrom the damage which occurred before the property reached us), the same will have immediate attention. You will note that up to this date no bill has been made against us for any particular amount.

Yours truly,

A. C. BIRD,
General Traffic Manager.

The company having acknowledged its liability, the case was closed by the following letter to the complainant:

October 22, 1896.

Mr. J. T. Judge, Carroll, Iowa:

DEAR SIR—There is enclosed for your information copy of reply of Traffic Manager Bird of the Chicago, Milwaukee & St. Paul Railway company, in relation to your claim for damage on account of delay in delivery of your tent, etc. You will observe that Mr. Bird says that "up to this date no bill has been made against us for any particular amount." The company having very courteously acknowledged its liability and indicated a willingness to settle the claim, the only difficulty now being regarding amount at issue, which you will doubtless have no trouble in arranging between yourself and the company, the commissioners will regard this as satisfactorily closing the case.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

C. 1755—1896.

BLAIR BARNEY, MAYOR OF MESERVEY,

v.

MASON CITY & FT. DODGE RAILROAD CO.

} Blockading street with cars.

Filed September 10, 1896.

On September 10, 1896, there was received at the office of the board the following complaint from the mayor of the town of Meservey, relating to the matter of allowing standing cars to blockade streets, and thus obstruct travel therein to the unnecessary inconvenience of the public:

MESERVEY, Iowa, September 8, 1896.

State Board of Railroad Commissioners:

GENTLEMEN—Complaints are being made to me almost daily about cars being left on the side track at this station, the car standing its full length in the public highway, on a main crossing in the town, making it inconvenient and dangerous for teams to pass. Sometimes the public road is obstructed with cars until there is not more than twelve or fifteen feet in the clear for teams to pass, and the cars left in this manner from Saturday until Monday, very much to the disadvantage and annoyance of the public. Can we prevent it?

Respectfully,

BLAIR BARNEY,
Mayor of Meservey.

The attention of Superintendent E. S. Hitchens was at once called to the condition of affairs set out in the foregoing, and on September 21st, in the following letter, he advised the office that prompt action had been taken to remedy the evil:

MASON CITY & FT. DODGE RAILROAD CO. }
SUPERINTENDENT'S OFFICE.

FT. DODGE, September 21, 1896.

W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your letter regarding cars standing on crossing at Meservey. I have issued positive instructions to agent at Meservey and to trainmen, and do not think it will occur again.

E. S. HITCHENS,
Superintendent.

Copy of this letter was forwarded to complainant immediately, and no further complaint having been received, the case is closed.

C. 1756—1896.

GLOBE COAL COMPANY, DES MOINES,

v.

IOWA CENTRAL RAILWAY COMPANY.

} Refusal to furnish cars. Discrimination in furnishing cars.

Filed September 16, 1896.

The following complaint of the Globe Coal company relative to discriminating in furnishing cars and refusal to furnish cars was filed with the board September 16, 1896:

DES MOINES, Iowa, September 15, 1896.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—The Monitor Coal company, of Centerville, Iowa, with whom we have placed several orders for shipment of coal to local points on the Iowa Central railway are unable to make said shipments because of the discrimination against them by the Iowa Central management.

They (the Monitor Coal company) have repeatedly asked the Iowa Central Railway company to furnish them cars for shipment of this coal, the cars in no case leaving the Iowa Central tracks for either loading or unloading. They are at this date furnishing companies located on their line with cars for shipment of coal, but practically none to the Monitor Coal company, and therefore we insist upon it that said railroad company furnish the Monitor Coal company their proportion of cars.

August 6th we placed with them an order for shipment to Hampton, Iowa, but no car was furnished until August 25th, when it was loaded and billed out the same day it was furnished. They at the same time were asked for several more cars. September 2d they were furnished with one more car and this is all the cars they have been able to secure up to date.

Prompt attention to the enforcement of the legal requirements of the railroad company will greatly oblige. Yours respectfully,

GLOBE COAL COMPANY.

Upon receipt of this communication the matter was at once laid before the Iowa Central Railway company in the following letter to its general manager:

September 17, 1896.

Col. L. M. Martin, General Manager Iowa Central Railway Company, Marshalltown, Iowa:

DEAR SIR—I am directed to advise you that the Globe Coal company of Des Moines has filed with the board of railroad commissioners a complaint in behalf of the Monitor Coal company of Centerville, alleging that the latter company is unable to fill the several orders of the former company for shipments of coal to local points on the Iowa Central railway because of the discrimination against them by the Iowa Central Railway company. That they (the Monitor Coal company) have repeatedly asked the Iowa Central Railway company to furnish them cars for shipment of this coal, the cars in no case leaving the Iowa Central tracks for either loading or unloading. That you are at this date furnishing companies located on your line with cars for shipment of coal, but practically none to the Monitor Coal

company. That on August 6th they placed with the Monitor Coal company an order for shipment to Hampton, Iowa, but no car was furnished until August 26th, and that they asked for several more cars September 2d and were furnished one more car, and this is all the cars they have been able to secure up to date.

The gentlemen composing this company also assure the board that except under unusual circumstances they are prepared to load and will load any car ordered by them within twenty-four hours after the same is placed at their disposal at Centerville.

The board is advised that this company is a small concern and loads from wagons. In this case its rights are the same as those of a large company with larger facilities applying to you for like service. The laws of Iowa are very explicit. Section 2030 of the code says:

"It shall be the duty of any railroad corporation, when within their power to do so, and upon reasonable notice, to furnish suitable cars to any and all persons who may apply therefor, for the transportation of any and all kinds of freight, and to receive and transport such freight with all reasonable dispatch."

This board hardly supposes that your company has not sufficient rolling stock suitable to this class of traffic to meet this demand. This is the season of the year when railways and coal companies should encourage the gathering of winter supplies of fuel on the part of the people to provide against possible blockades during our usually severe winters, and the board trusts that you will be able to meet the demands of these companies and of all others applying for transportation over your line fully and absolutely in the spirit of the section of the statute herein quoted. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

For the commission.

General Manager Martin's acknowledgment and also his reply are set out below:

MARSHALLTOWN, Iowa, September 18, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I beg leave to acknowledge receipt of your favor of the 17th inst., advising that the Globe Coal company, of Des Moines, had filed with your board a complaint in behalf of the Monitor Coal company, of Centerville, alleging that the latter company is unable to fill orders for coal on account of this company not furnishing empties for loading.

Your letter is the first intimation that this company has had that the Globe Coal company, or for that matter the Monitor Coal company, were short of cars.

I have to-day taken the matter up with our transportation department, and will be glad to advise you as to the facts in the case later on. Yours truly,

L. M. MARTIN,
General Manager.

MARSHALLTOWN, Iowa, October 3, 1896.

Hon. W. W. Ainsworth, Secretary Iowa Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of September 17th, advising this company that the Globe Coal company, of Des Moines, had filed with the board of railroad commissioners a complaint in behalf of the Monitor Coal company, of Centerville, alleging that the latter company was unable to fill orders of the former company for shipments of coal to local points on the line of this railway because of the discrimination against them by Iowa Central Railway company, etc.

In order that you may know the exact situation at Centerville with respect to the country mines that occasionally complain of their inability to receive empty cars for loading, I beg to say that these mines are not located on any line of railway. They are from one to two and one-half miles from any railroad track, are small, insignificant affairs, working less than ten men, so that they do not come under the state law; therefore, are not required to maintain scales, etc.

In ordering cars to load, these mines ask that we place them upon our track at Centerville known as our merchandise, or unloading track, thus to give them a chance to drive alongside of the car with their teams, and so far as loading cars inside of twenty-four hours, they have never done so. The Monitor Coal company has been known to take five days in loading one car, and having no scales with which to weigh their coal, there is no way to determine how much they load in a car until it reaches a point where we have track scales, and only a short time ago the Monitor people loaded a car that after reaching Okaloosa was discovered to have been overloaded 10,000 pounds. This, you must know, is very dangerous, as a car thus overloaded is liable to break down at any time, thus causing a very disastrous wreck, endangering both life and property.

Again, in placing cars for them we have no assurance that they will be loaded. If a little rain occurs, or for other causes the roads become muddy, they cannot successfully make an

attempt to load the car. Over and above all this, I can scarcely believe the commissioners would think it reasonable to ask us to apply tracks, in which the coal companies have no interest, laid out for the purpose of handling merchandise and other business going to and coming from the town of Centerville, and which of themselves are amply able to take care of the town business, to the use of obscure mines located in the country, and capable of loading only at such times as the roads are good, and at such times as they may choose to load and ship coal to points along this line of railway. In short, the mines referred to are not responsible factors in the mining and shipping of coal. They cannot be depended upon to furnish any specific amount of tonnage, and were a factory, a railroad or any other consumer depending upon them for their coal, they would be disappointed four-fifths of the time.

There are plenty of responsible mines located along the line of this railway. These mines are joint owners with the railway in the tracks leading to them, and over which they do their business. They have a stated capacity each day and therefore are supplied, as nearly as possible, with a certain number of cars with which to do their business. This work is laid out from day to day by our transportation department, and is handled in a business-like manner. It is impossible for us to figure intelligently on handling the output of a mine like the Monitor, or other country banks, for the reasons as stated above.

Yours very truly,

L. M. MARTIN,
General Manager.

Copies of both the above letters were forwarded to the complainant company upon receipt. Nothing further having been heard from the matter it is assumed that the existing differences were satisfactorily adjusted, and the case is therefore dismissed without prejudice.

C. 1757—1896.

J. H. STRONG & Co., LUTON, BY C. J. MILLIGAN, AGENT,

V.

} *Loading cars from wagons.*

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Filed October 9, 1896.

The complainants in substance protested against an alleged order of the Chicago, Milwaukee & St. Paul Railway company barring them from track shipping on and after October 9, 1896, stating that this would work a hardship upon them in favor of elevator men, and asking early attention.

The case was at once taken up with Mr. A. C. Bird, general traffic manager of respondent company, who answered on October 17th as follows:

CHICAGO, October 17, 1896.

Mr. W. W. Atsworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I have yours of the 13th inst., in which you forward copy of letter from C. J. Milligan and J. H. Strong & Son, protesting against an order issued by our company which prevents complainants from track shipping on and after the date named.

In reply I beg to say that it is with the utmost difficulty we can supply our patrons with the necessary means of transportation. The demand for cars at the present time is greater than is our ability to supply, and we are therefore obliged to refuse cars to anyone who is not able or willing to load them in the usual time.

The shippers referred to are "track buyers," and none of them have warehouses to store grain in, and are thus compelled to load cars from the wagons as the grain is brought in in varying quantities by the farmers. Several cars have been thus delayed from three to ten days. If the gentlemen who complain will load their cars within the regular time limit which is required of every one, they will receive their quota of cars. We cannot fill all orders, but will, as far as possible, give each shipper, and each station for that matter, a pro rata of cars at our disposal.

Yours truly,

A. C. BIRD,
General Traffic Manager.

Copy of the foregoing was sent the complainants on October 22, 1896, calling their special attention to the statement of Mr. Bird that "If the gentlemen who complain will load their cars within the regular time limit which is required of every one, they will receive their quota of cars."

Nothing further being heard from Mr. Milligan, the case is closed.

January 15, 1897.

C. 1758—1896.

LYMAN COLE

v.

THE BURLINGTON, CEDAR RAPIDS &
NORTHERN RAILWAY COMPANY.

} *Petition for under farm crossing.*

Filed July 7, 1896.

On July 7, 1896, Boies & Boies, of Waterloo, attorneys for Lyman Cole, sent to the office the following:

To the Board of Railroad Commissioners of the State of Iowa:

Your petitioner, Lyman Cole, respectfully represents:

That he is, and for many years last past has been, the owner of certain agricultural lands in Grundy county, Iowa, which are crossed by the right of way and railway tracks of the Burlington, Cedar Rapids & Northern Railway company, and that your petitioner in said farm owns land on both sides of said railway track.

That said railway track runs in an easterly and westerly direction through your petitioner's said farm, and divides the same in such manner that a large portion of said farm lies to the north of said railway track and a large portion thereof to the south of said railway track.

That a portion of your petitioner's farm is timber land, chiefly valuable for use as pasture lands, and that such portion of your petitioner's farm is likewise divided by said railway track, and the same is and always has been used by your petitioner for the purpose of pasturing live stock, and is of little value for other purposes.

That your petitioner has heretofore and desires hereafter to keep on said farm a large number of cattle, horses and hogs, to-wit: 200 to 400 head of cattle, 10 to 20 of horses and 800 to 500 of hogs, or thereabouts; and to pasture the same on that part of his farm used for pasturage aforesaid.

That the Black Hawk creek, which is a stream of living water, touches the north side of your petitioner's farm, but is cut off from the land lying to the south of said railway track by the right of way of said railway company.

That until recently said railway company has provided your petitioner with an adequate crossing for live stock within the lands used by your petitioner for the purposes of pasture as aforesaid under a bridge of said railway company upon which said railway track is laid.

That recently and against the protests and objections of your petitioner the said railway company filled in its dump where said bridge was located, and has deprived your petitioner of all reasonable or adequate means of crossing the defendant's right of way for live stock owned by your petitioner, and pastured by your petitioner upon said lands.

That said pasture lands include the east one-half ($\frac{1}{2}$) of the southwest one-fourth ($\frac{1}{4}$), and southeast one-fourth ($\frac{1}{4}$) of section eight (8), in township 87 north, range 18 west of the 5th P. M. and that where said railway track crosses the land above described the same is now laid upon an embankment or dump of sufficient height for an underground crossing under the railway track of the said railway company.

That the only adequate or proper crossing which can be furnished to your petitioner for the passage of live stock from one portion of his said farm to the other and in such way as not to cut off from living water a portion of your petitioner's pasture lands is and would be an underground crossing under the railway track of this defendant on the real estate hereinbefore described and in the location of the bridge under which your petitioner's live stock has heretofore crossed the right of way of said railway company.

That your petitioner has asked and requested the said railway company to furnish to him a suitable and adequate crossing of said right of way, which the said company has failed and refused and still refuses to do.

Wherefore your petitioner asks that this honorable board investigate the facts and circumstances involved in your petitioner's claim against said railway company and make such

order with reference to suitable and adequate crossings of said railway track as in the judgment of said board your petitioner should have, and your petitioner asks that said railway company be ordered and directed to furnish to your petitioner a suitable underground crossing of said right of way which shall be not less than ten feet wide and seven feet high, and shall be located upon the land hereinbefore described and at or near the location of the bridge hereinbefore referred to.

LYMAN COLE,
Petitioner.

STATE OF IOWA, }
GRUNDY COUNTY, }

I, Lyman Cole, being first duly sworn on oath, say that I am the petitioner named in the foregoing petition; that I have heard the same read, know its contents, and that the allegations therein contained are true as I verily believe.

LYMAN COLE.

Subscribed and sworn to before me and in my presence by the said Lyman Cole this 2d day of July, A. D. 1896.

T. J. NOLL,
Notary Public.

Upon receipt of the above, and at later dates set out herein, the following self-explanatory correspondence passed between this office, Mr. Cole's attorneys and the officers of the Burlington, Cedar Rapids & Northern Railway company, the case being finally settled, and consequently dismissed.

DES MOINES, July 9, 1896.

Botes & Botes, Attorneys for Lyman Cole, Waterloo, Iowa:

GENTLEMEN—Your petition for underground crossing, farm of Lyman Cole, and of the Burlington, Cedar Rapids & Northern Railway company, has been received and will be taken up with that company. Meanwhile, for your information, if you have not happened to note the case, you might possibly be interested in the board's comments on cases of this character, as set forth in their report of 1893, page 18, a copy of which will be sent you.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

WATERLOO, Iowa, July 13, 1896.

W. W. Ainsworth, Esq., Secretary Iowa Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—We have your favor of 9th inst. and also a copy of the report for 1893 of the railroad commissioners, and have read the comments of the commission on page 18 and subsequent pages of that report to which you kindly referred us. We had not before seen this report, and would like an opportunity now to consult with our client before the board takes action upon the petition sent you. Let the matter, therefore, be passed until we write you again, if no steps have as yet been taken by the board in the way of considering the petition of Mr. Cole.

As soon as we have an opportunity to consult with him we will write you further.

Yours truly,

BOIES & BOIES.

This petition was forwarded to President Ives, of the Burlington, Cedar Rapids & Northern, whose answer is set out below:

CEDAR RAPIDS, Iowa, July 11, 1896.

To the Honorable Railway Commissioners of the State of Iowa, Des Moines, Iowa:

GENTLEMEN—I am in receipt, by the hands of your secretary, Mr. W. W. Ainsworth, of petition of Lyman Cole in regard to an underground cattle pass beneath the railroad where it passes through the lands of Mr. Cole in Grundy county, and in reply would say that in the settlement of affairs for right of way, etc., an underground cattle pass was made for Mr. Cole and used by him for some years. Later on it seemed more convenient for him to use a passage underneath a bridge on his farm, and of late years he has used this way altogether to communicate between the different parts of his farm. In the improvement of the railway through this section of the country it became necessary to fill up this bridge, which has been done, but the cattle pass originally put in for Mr. Cole is still open for his use, and is built in a permanent manner, of stone. We therefore do not feel that we should be called upon to build another pass, one having been built agreeable to Mr. Cole's requirements when settlement for right of way was made, as before stated.

Trusting this explanation may be entirely satisfactory to your board, I am

Yours truly,

O. J. IVES,
President.

Botes & Botes, Waterloo, Iowa:

GENTLEMEN—Yours of the 18th, in reference to petition of Mr. Lyman Cole for undercrossing, has been received. Prior to its receipt, however, copy of the petition had been forwarded to the company, as is usual in cases of this character, and copy of their reply is enclosed herewith. Do you still adhere to your suggestion of the 18th in reference to holding the matter in abeyance until you are heard from further?

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

DES MOINES, Iowa, October 30, 1896.

Messrs. Botes & Botes, Attorneys-at-Law, Waterloo, Iowa:

GENTLEMEN—Please see communication from this office bearing date of July 17th, in reference to petition of Mr. Lyman Cole, of Grundy county, for an undercrossing. Your attention is called to this case at this time for the reason that the supreme court of Iowa has recently rendered a decision bearing upon this subject in a general way, in what is known as the *State of Iowa v. Burlington, Cedar Rapids & Northern Railway Company* (the so-called Alexander Warnock undercrossing case), which will, of course, shortly appear in the *Northwestern Reporter*.

If you will indicate your further wishes in regard to this petition at an early convenience, it may enable the board to pass upon the question in time for its insertion in their forthcoming annual report, now in process of preparation.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

WATERLOO, Iowa, November 2, 1896.

W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your favor of the 30th inst. in the matter of the petition of Lyman Cole v. the Burlington, Cedar Rapids & Northern Railway company for an underground crossing. This case has been settled. Nothing further will be done with it. You may mark it dismissed. Yours truly,

BOIES & BOIES.

C. 1760—1896.

RICHARDSON & KAUFMAN, BELMOND,

v.

MASON CITY & FORT DODGE RAILWAY CO.

} Removal of elevator. Notice to terminate tenancy.

Filed September 30, 1896.

INQUIRY CONCERNING RIGHTS OF OCCUPANTS OF ELEVATOR SITES.

Messrs. Richardson & Kaufman, of Belmond, writing under date of September 29, 1896, addressed the board upon a matter of importance to themselves, to railroad companies and to other occupants of sites upon the right of way of railroad companies, under the same or similar circumstances, touching the point of termination of tenancy. Their letter, as well as a copy of the notice to vacate the location, is set out below:

BELMOND, Iowa, September 29, 1896.

To the Honorable Railroad Commissioners, Des Moines, Iowa:

In the summer of 1888 the Mason City & Fort Dodge railroad gave us certain ground on which to build a warehouse, corncribs, etc., on which to conduct the grain business. They promised to make out the lease but neglected, we suppose, to do so. We were the first to build on their ground and have conducted the grain business there since. There are three railroads coming into Belmond, viz: Mason City & Fort Dodge, Iowa Central and Burlington, Cedar Rapids & Northern. The Mason City & Fort Dodge have had their full share of the grain shipped from this point. About four years ago we formed a partnership with O. L. Fernseth, who had two warehouses on the Mason City & Fort Dodge railroad, under the name of O. L. Fernseth & Co., and from that time have conducted the business on the Mason City & Fort Dodge under that name, but the warehouse first built by us we own, and Mr. Fernseth

owns his warehouses, but we operate all of them for shipping and storage. Owing to low prices and active competition we have bought with almost no margin. We now have in the warehouse several thousand bushels of choice old oats which we wish to carry over until next spring. We also have considerable flaxseed loaned out to come in during the fall. About September 22d the Mason City & Fort Dodge served the enclosed notice on us to vacate the grounds. We have never heard of such an unjust proceeding in regard to a shipper. We have conducted an honorable business, as they will not deny. We have paid all for grain that the market would warrant. We are responsible, reputable citizens. Some months ago the officers, the principal ones, of the railroad were changed and it is since the change that they are making us trouble. It was never intimated to us but what everything was satisfactory. At the time we took possession of the ground an officer of the railroad even staked the ground off for us. If we have omitted to state anything you wish to know, please ask and we will be glad to answer everything as far as we can. We look to you for justice and protection in this matter. * * *

Yours respectfully,

RICHARDSON & KAUFMAN,
By G. H. Richardson.

Copy of notice:
G. H. RICHARDSON,
RICHARDSON & KAUFMAN, }
FURNSETH & COMPANY.*

You are hereby notified that your tenancy of the following described property to-wit: a part of lots 3, 4 and 5, block 30, first addition to the town of Belmond, Wright county, Iowa, upon which is situated a grain warehouse and corncrib, claimed to be owned by you, will cease upon the 25th day of October, 1896, and you are hereby notified to quit possession of said premises and to surrender the same to the Mason City & Fort Dodge Railroad company, owners of the same, on or before said 25th day of October, 1896.

And you are also notified to remove, if you so desire, the grain warehouse and corncrib before the said 25th day of October, 1896, and if not so removed by you, the same will be held and claimed by the owners of said land for rent and other damages due them.

And unless you do so quit possession of the said premises on or before the said date as herein notified, we shall proceed against you as by law provided.

MASON CITY & FORT DODGE RAILROAD COMPANY,
By E. S. HITCHINS,
Superintendent.

September 22, 1896.

The correspondence which ensued is fully self-explanatory, the commissioners reaching the conclusion early in the case that they were without jurisdiction in the matter, as is set out in the letters which follow:

October 1, 1896.

Richardson & Kaufman, Belmond, Iowa:

GENTLEMEN—Yours of the 29th was received yesterday, and the company has already been asked to file such statement as it might have to make concerning the matter, as is the custom of this office with complaints of this character.

You will be furnished copy of their reply upon receipt, and you will be kept fully posted of further steps taken by the commissioners. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

October 1, 1896.

Mr. E. S. Hitchins, Superintendent Mason City & Ft. Dodge Railroad Company, Ft. Dodge, Iowa:

DEAR SIR—There is enclosed for your information complaint of Richardson & Kaufman, grain dealers of Belmond, Iowa, relative to your order executed September 22, 1896, notifying them to remove their grain warehouse, corncribs, etc., on or before October 23, 1896. This is sent you for your information, and such answer or statements as you may desire to file with the commissioners relative to this case. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

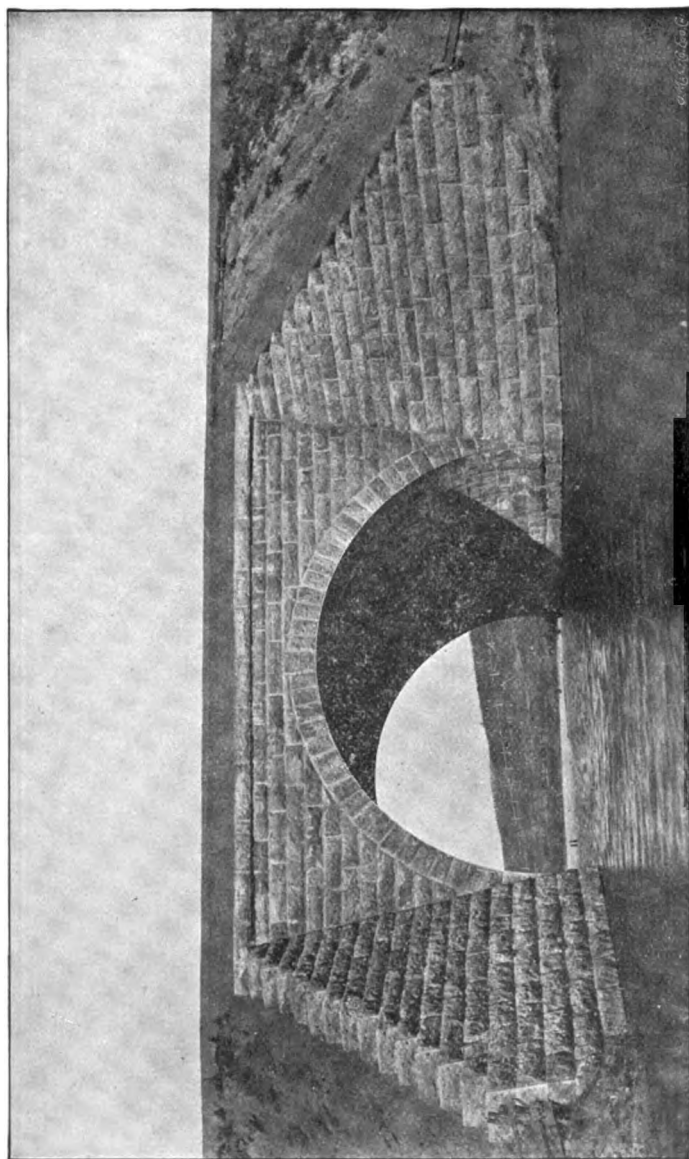
By order of the board.

FORT DODGE, Iowa, October 10, 1896.

To the Honorable Board of Railroad Commissioners of Iowa:

The superintendent of the Mason City & Fort Dodge Railroad company handed me a copy of the complaint by Richardson & Kaufman, grain dealers at Belmond, for reply, and your letter enclosing same.

I suppose that this matter is purely a legal question and that the board of railroad commissioners have nothing to do with it for want of jurisdiction. If they have, it would make it impossible for us to get rid of any lease unless it was designated in the lease.



CHICAGO & NORTH-WESTERN RAILWAY.
Bridge near Nevada, Iowa.

These people are tenants at will, and the operators of the railroad consider it to the interest of the company to make a change. I would like to have you consider this matter, and if under the law we have no authority, or under the tenancy at will, to have legal proceedings, it is different from what I have ever understood the law.

The managers of the company have considered it to the interest of the company and to the interest of the public to make certain changes, in order to increase the business of the company and better accommodate the people. Please let me hear whether my views in this matter agree with yours, and if so, we will continue our proceedings before the courts to get possession of the premises.

If you think that you have jurisdiction in the matter in its present condition I will then consult with the officers of the company and see what reply they desire to make.

Respectfully yours,

J. F. DUNCOMBE,

For D. & K., Att'ys for the M. C. & Ft. D. Ry.

DES MOINES, Iowa, October 30, 1896.

Mr. John F. Duncombe, Attorney for Mason City & Fort Dodge Railroad Company, Fort Dodge, Iowa:

DEAR SIR—Referring to yours of October 10th, in the matter of the complaint of Richardson & Kaufman, touching the proposed removal of their elevator at Belmond, I am directed to inquire whether legal proceedings are pending in regard to this matter; if so, of what nature and when they were instituted? An early reply will be appreciated.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

FORT DODGE, Iowa, November 2, 1896.

W. W. Ainsworth, Esq., Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Yours of the 30th ult. received. All the action that has been taken in the Richardson & Kaufman elevator case is this: On the 23d of September we notified these gentlemen in writing that their tenancy would cease on the 25th day of October, 1896, and that they would be required to quit possession of the premises. This was the commencement of a proceeding to end the lease and for the commencement of an action of forcible entry and detainer; and they were also notified that they must remove their property from the premises before that time. As they had been permitted to hold from year to year, they became tenants at will, and this step was necessary before bringing our action. In order to get your view of the case, on the 10th of October I wrote the board of railroad commissioners to know whether they considered they had any jurisdiction under the circumstances. At that time it was impossible to bring suit, as the thirty days had not expired. On the same day I wrote Messrs. Nagle & Nagle, attorneys for these gentlemen, asking them how they claimed possession of the property; whether formerly they had an old lease or not. I found out from them that if they had such a lease it had expired, or that they went on with oral understanding when they first went onto the property. I then wrote Nagle & Nagle the situation of the case and told them that if Messrs. Richardson & Kaufman would sell their old building for what it was worth we would try and get somebody to buy it, but they seemed inclined to do nothing, and our superintendent informed me that the trouble with these gentlemen was that they managed to control the purchasing on the three railroads at Belmond, and thereby to fix their price, which resulted in driving the trade away so that our company was unable to get any business there to amount to anything; that the farmers would not sell to them or ship by them. Now, I shall be compelled to give the three days' notice very quick, and if you gentlemen desire to take up the case and insist on doing it, I will give the three days' notice and will commence the suit for forcible entry and detainer, or will agree upon a showing without raising the legal questions to abide by a decision which the board of railroad commissioners will make relating to this business. One thing is certain, our people feel that they will get no business if these gentlemen remain there except what they can get by farmers loading in cars. Please let me know by return mail if you possibly can what action the railroad commission prefer to take. If they hold that they have jurisdiction, we will then file our answer and at the same time proceed with our legal proceedings. I intended to serve the notice to-day, the three days' notice to quit, but if you will answer at once I will wait a day or two.

Yours truly,

DUNCOMBE & KENYON,
Attorneys for Mason City & Fort Dodge Railway Company.

November 10, 1896.

Messrs. Richardson & Kaufman, Belmond, Iowa:

GENTLEMEN—I am directed to say in reply to your complaint filed some time ago against the Mason City & Fort Dodge Railroad company, in regard to the removal of elevator, that the commission has reached the conclusion that from the present condition of the case the questions involved are matters that the courts only have jurisdiction of, and that no public right is now presented for the consideration of the board, whereby it would be authorized to assume jurisdiction. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

November 10, 1896.

Hon. John F. Duncombe, Fort Dodge, Iowa:

DEAR SIR—To your recent letter to the board, regarding the removal of elevator at Belmond, on the line of the Mason City & Fort Dodge Railroad company, permit me to say that it was not more promptly answered on account of the necessary absence of one of the commissioners. I am directed to say, however, that the board has reached the conclusion that under the present condition of the case it can not take jurisdiction thereof, as no public question is involved, and that it is a matter for the courts to determine.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

C. 1761—1896.

JAMES A. WATSON, HULL,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.} Overcharge on emigrant movables, inter-
state.

Filed November 23, 1896.

Mr. James A. Watson, of Hull, on November 23, 1896, addressed the board concerning an alleged overcharge of \$14.20 on a prepaid car of emigrant movables, shipped from Lowry, Mo., to Hull, Iowa. With his statement Mr. Watson filed his shipping contract, together with paid expense bill and correspondence with the agent at Lowry, Mo. His statement is given herewith:

HULL, Iowa, November 21, 1896.

I, James A. Watson, now of Hull, Iowa, make the following statement:

On Thursday, November 5th, I made a contract with the Kansas City, Ft. Scott & Memphis, with the agent at Lowry, Mo., to ship a carload of emigrant movables from that station to Hull, Iowa, on the Chicago, Milwaukee & St. Paul railway, at an agreed price of \$46.50, which I there and then paid to said agent. That my stuff was shipped in car No. 44,124, Chicago, Milwaukee & St. Paul railroad. That when I received the said carload of goods at Hull, Iowa, I was compelled to pay \$14.20 in addition to the \$46.50 paid, which I claim to be wrongful, and it should be refunded to me.

JAMES A. WATSON.

Although interstate in character, the case and copy of expense bill was forwarded to General Traffic Manager A. C. Bird, of the Chicago, Milwaukee & St. Paul Railway company, who on previous occasions had courteously shown a willingness to investigate matters thus brought to his attention, and to correct errors when discovered.

November 23, 1896.

Mr. A. C. Bird, General Traffic Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago,
Illinois:

DEAR SIR—There is enclosed for your information and such attention as you may be willing to give the case, the statement made by Mr. James Watson, concerning shipment of car of emigrant movables from Lowry, Mo., to Hull, Iowa. Mr. Watson encloses expense bill which states:

"Folio or Pro. No. 133. Hull station, November 14, 1896. James Watson to Chicago, Milwaukee & St. Paul Railway company, debtor. For freight from Kansas City. Date of way-bill, November 11th; number of way-bill, 1214; number of car, 44,184. Emigrants and Stock. O. Rel. Value, \$6.00 pr 100; weight, 20,000; rate, 21¼; our charges, \$42 50; back charges, prepaid, \$28.20; total, \$14.20. Received payment, W. E. Losey, agent. Consignor, Scott 1291, Lowry (?) City, Missouri."

Will you kindly make early investigation and reply?

Very respectfully yours,

For the commission.

W. W. AINSWORTH,
Secretary.

Under date of December 18th, Mr. Bird replied as follows:

CHICAGO, December 18, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—It has taken me longer than I expected to get at the facts in the case referred to in your letter of November 23d, namely, complaint of Mr. James A. Watson of overcharge on a shipment of emigrant movables from Lowry, Mo., to Hull, Iowa. There was an error in the issue of the through rates by the initial road which is chargeable to our company, and I am ready to correct it. If Mr. Watson will send direct to me his expense bill with reference to this letter, its address and date, I will have the matter promptly adjusted. It is necessary that he should send me his paid freight bill, because we must deal with another road.

Yours truly,

A. C. BIRD,
General Traffic Manager.

December 21, 1896.

Mr. J. A. Watson, Hull, Iowa:

DEAR SIR—Referring to your complaint against the Chicago, Milwaukee & St. Paul Railway company, for overcharge on emigrant movables from Lowry, Mo., to Hull, Iowa, Mr. Bird, general traffic manager of the company, under date of December 18th, says: "There was an error in the issue of the through rates by the initial road which is chargeable to our company, and I am ready to correct it. If Mr. Watson will send direct to me his expense bill with reference to this letter, its address and date, I will have the matter promptly adjusted. It is necessary that he should send me his paid freight bill because we must deal with another road."

In accordance with the above, your expense bill, which was forwarded this office with your original complaint, has been sent to Mr. Bird with the request that he mail to you direct any voucher in refund of overcharge. Kindly notify this office, without further request, immediately upon receipt of said voucher, in order that the case may be properly noted and closed.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

December 21, 1896.

Mr. A. C. Bird, General Traffic Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—Referring to yours of the 18th inst., in relation to complaint of James A. Watson, of Hull, Iowa, in which you ask for the paid expense bill, you will find the same enclosed. Kindly mail direct to Mr. Watson any voucher you may issue in settlement, and notify this office of your action, that the case may be closed.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Not hearing from his case, Mr. Watson made inquiry on January 12th concerning the matter, and on the 14th was advised as follows:

DEAR SIR—Yours of the 12th inst. received. These matters are usually delayed four to six weeks; possibly in this case from having to deal with one or two other companies the delay may be greater, but Mr. Bird's assurance that the matter will be adjusted is considered reliable.

Trusting that settlement may soon be made to your entire satisfaction, I am

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

Not having been heard from to the contrary, it is assumed that this case has been adjusted to the satisfaction of all parties interested.

C. 1762—1896.

CITIZENS OF MILO, LACONA, ACKWORTH
AND CHARITON,

v.

CHICAGO, BURLINGTON & QUINCY RAILROAD
COMPANY.

*Insufficient and incommodious train
service.*

Filed December 9, 1896.

On December 9, 1896, there was filed with the commission petitions from the citizens of the above named towns for closer connection between the Chicago, Burlington & Quincy trains running into Indianola from the south and the Chicago, Rock Island & Pacific trains from Indianola into Des Moines. The petitions are similar in character and were signed by 512 persons, one of which petitions being as follows:

To the Honorable Board of Railroad Commissioners of the State of Iowa:

We, the undersigned patrons of the Chicago, Burlington & Quincy railroad and residents of the town of Chariton, Iowa, and country tributary thereto, respectfully petition your honorable body to use the power vested in you by the laws of the state of Iowa and make proper and necessary orders and directions:

First.—To secure a more efficient train service on the Chicago, Burlington & Quincy railroad from Chariton, Iowa, to Indianola, Iowa.

Second.—To establish close connections between the Chicago, Rock Island & Pacific trains from Indianola to Des Moines and return and Chicago, Burlington & Quincy trains from Chariton to Indianola and return.

Signed: W. S. Long, S. W. Durham and others.

These petitions were submitted to the officials of the Chicago, Burlington & Quincy railroad, and after some conference they reported the following time table (see letter below), effective Sunday, January 3, 1897, at 12 o'clock noon, as remedying the evil complained of and granting the prayer of the petitioners. Upon receipt of the notice the following letter was sent to the petitioners, which will close the case:

January 3, 1897.

Mr. C. M. Condit, Milo, Iowa, and Other Petitioners at Chariton, Lacona, Ackworth and Other Points:

GENTLEMEN—Replying to your favor of the 8th ultimo and its accompanying petitions, relative to improved train service between Chariton and Des Moines, I am directed to say that the train service asked for in the petitions will go into effect Sunday, January 3d. Train will leave Chariton at 6:20 A. M., stop at the several stations between that point and Indianola, arriving at the latter place at 9:15, the Rock Island train leaving Indianola at 9:25 A. M. and arriving in Des Moines at 10:45 A. M. Returning, this train leaves Des Moines at 5:06 P. M., arriving in Indianola at 6:15, and the Chicago, Burlington & Quincy train will leave Indianola at 6:20 P. M., stopping at the several stations between that point and Chariton, arriving at the latter place at 9 P. M.

The commissioners trust that this arrangement will meet the views of the several petitioners, and if nothing further is presented, this case will be closed.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

For the commission.

C. 1763—1896.

CRYSTAL MILL AND GRAIN COMPANY,
COUNCIL BLUFFS,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-
WAY COMPANY AND CHICAGO, BURLING-
TON & QUINCY RAILWAY COMPANY.

*Discrimination in coal rates in favor
of Omaha.*

Filed August 11, 1896.

On the date above named the following was received from the Crystal Mill and Grain company, of Council Bluffs:

COUNCIL BLUFFS, Iowa, July 31, 1896.

W. W. Ainsworth, Secretary Iowa Railway Commissioners:

DEAR SIR—For a long time the Chicago, Rock Island & Pacific and Chicago, Burlington & Quincy Railway companies have discriminated against the industries of this city in favor of Omaha, by carrying coal from Iowa mines through this city to Omaha parties on an open rate of 12 to 17 cents less than same companies charge us; this, of course, includes bridge tolls. We naturally look to the Iowa railway commissioners for protection, and ask that a common point rate be given us, or rate as low as they voluntarily give Omaha.

Very respectfully,

T. J. EVANS,
President.

The following reply was sent in response to the mill company's statement:

August 12, 1896.

T. J. Evans, President Crystal Mill and Grain Company, Council Bluffs, Iowa:

DEAR SIR—In reply to your letter of July 31st, I am directed to say that your complaint against the railways therein named will receive prompt attention, but the board suggests that you place your complaint before them in the form of a petition, and your attention is called to page 105, section 2061, of the statutes relating to railways, sent you under another cover. This should be done in order that your complaint may be legally and properly considered. The commissioners do not mean by this that you should specifically or particularly state your complaint in the petition, but that you should, at least in a general way, set out the facts upon which you rely. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

COUNCIL BLUFFS, Iowa, August 15, 1896.

Iowa Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We respectfully petition your honorable body to grant relief from an unjust discrimination on the part of the Chicago, Burlington & Quincy, and Chicago, Rock Island & Pacific railways against Iowa industries, located at Council Bluffs, and in favor of Nebraska industries located in Omaha, competing in same markets for their products, on shipment of coal from Iowa mines to Council Bluffs and Omaha, delivering coal into Omaha, including bridge tolls, from ten to seventeen cents a ton less to Omaha than is charged and collected to Council Bluffs. We are advised that this is in violation of the interstate law and recent decisions.

As to the matter of damages we prefer to present our claims to the railway companies than to annoy you with our claims. But we shall ever pray for our rates to be made just and lawful and look to your board for relief. Very respectfully,

CRYSTAL MILL & GRAIN COMPANY,

T. J. EVANS,
President.

On receipt of the above, inquiry was made relative to the origin of the shipments referred to, and in reply the Crystal Mill company says: "Replying to your favor of the 21st would say, our shipments for two years past have been mostly from Bussey, Iowa, and the rate \$1.06 per ton." Meantime the matter was taken up with each of the respondent companies by the following letter:

I am directed to send you enclosed copy of a complaint made by the Crystal Milling company of Council Bluffs, showing a discrimination against that point in rate on coal in favor of Omaha.

It is sent you for your consideration, and the commission is hopeful that if any such discrimination has obtained in the past, that you will take the necessary steps to have it corrected.

The correspondence which followed is self explanatory, the case being finally adjusted without a formal hearing.

CHICAGO, Ill., September 4, 1896.

W. W. Ainsworth, Esq., Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Yours of the 21st, enclosing a complaint from Council Bluffs on account of coal rates from our stations to Council Bluffs and Omaha, received.

The rates from our Iowa mines to Omaha were made as against rates that were in effect from Missouri and Kansas. Had we not made the rates which we did our Iowa mines would have been excluded from the Omaha traffic. We have been for some time trying to get an advance from Missouri and Kansas to Omaha, and think that we have succeeded. Our advices are now that the advanced rates may go into effect about the 1st of October, and if this is true we will advance our rates from Iowa to Omaha, which will make the rates not less to Omaha than to Council Bluffs.

Will keep you posted in regard to advance from Missouri and Kansas.

Yours truly,

THOS. MILLER.

DES MOINES, Iowa, September 13, 1896.

Mr. C. M. Levey, Superintendent Iowa Lines Chicago, Burlington & Quincy Railroad Company, Burlington, Iowa:

DEAR SIR—In the consideration of the matter of rates on soft coal from points in Iowa to Council Bluffs and Omaha, the commissioners find it desirable to consult some representative of your company who is familiar with coal rates to those points. To that end, if convenient, they would be pleased to confer with you or such person at their office in Des Moines on Tuesday, the 22d inst. As they intend to leave the city on the 4:30 P. M. train that day, they would be glad to have you advise them in advance whether it would be convenient for you to be present prior to that hour.

An early reply is respectfully requested.

Very respectfully yours,

W. W. AINSWORTH.

Secretary.

By order of the board.

BURLINGTON, September 19, 1896.

Hon. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Your favor of the 18th saying that the commissioners would like to consult with some representative of this company who is familiar with soft coal rates to Council Bluffs and Omaha received.

Mr. Thomas Miller, our general freight agent, has handled this business in person but he cannot very well leave Chicago next week, as he is likely to be wanted by the interstate commission. Will it not be convenient for the commissioners to postpone the subject until week after next, when Mr. Miller will be pleased to consult with them about the rates on any date they may fix? Kindly wire me on Monday morning.

Yours truly,

C. M. LEVEY.

BURLINGTON, September 19, 1896.

Mr. Thomas Miller, General Freight Agent, Chicago:

Referring to my message in regard to railroad commissioners of Iowa wanting to consult a representative of our company who is familiar with soft coal rates to Council Bluffs and Omaha, in Des Moines on Tuesday, I attach letter from Mr. Ainsworth on the subject.

Upon receipt of your message I sent a letter to Mr. Ainsworth acknowledging receipt of his letter, telling him we would like to have you consult with the commissioners about these rates, but that you could not very well leave Chicago next week, and asked them to postpone the matter until week after next, when you will be able to see them upon such day as they might fix, and asked that they wire me on Monday morning. As soon as I get word from them I will wire you.

Yours truly,

C. M. LEVEY,

CHICAGO, September 22, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Upon receipt of your letter of the 18th addressed to Mr. Levey he telegraphed to me asking if I would not comply with the request of the commission and see them on Monday, the 21st, in reference to soft coal matters. I telegraphed him at once that I was obliged to be here in attendance on the interstate commission the 21st and 22d and I did not know but longer, and I asked that he arrange for a postponement with the Iowa commissioners. He now forwards a telegram from you saying that without doubt the matter can be postponed, but in the absence of the commission you cannot say.

Will you please see that I am given as much of an advance notice of the time the commission would like to see me as you can possibly arrange for?

Yours truly,

THOS. MILLER.

After making arrangements for this hearing, the complainants, in a letter dated September 24, 1896, set out below, withdrew their complaint, which closes the case:

We wish to withdraw our application for adjustment of rates on coal, as we are assured by Mr. Thomas Miller that they will be adjusted October 1st.

Yours truly,

CRYSTAL MILL AND GRAIN COMPANY.

C. 1764—1896.

W. G. MILLER, OTTUMWA.

{ Classification of drugs—Iowa classification
a maximum, not a minimum.

Filed September 15, 1896.

The following letter, received September 15, 1896, in reference to the classification of drugs in Iowa, is set out to show that the Iowa classification is a maximum, not a minimum.

OTTUMWA, Iowa, September 14, 1896.

Mr. W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR—Referring to the Iowa classification in regard to drugs and medicines requiring to be released to value of 50 cents per gallon. The western classification which went into effect July 15th does not require any release. Would it be necessary for them to be released to get the benefit of first-class locally in the state, and if not released, one class higher; or would the western govern a case of this kind, as it makes a lower rate, and I understand the Iowa classification provides for the maximum rates to be charged, and does not say that they shall be the minimum. Also other articles which the western makes a less class than the Iowa classification, will we be compelled to use the Iowa, or to use the one which we could apply making the less rate? Trusting you will give this your attention, I remain

Yours truly,

W. G. MILLER.

September 18, 1896.

W. G. Miller, Esq., Ottumwa, Iowa:

DEAR SIR—In yours of September 14th you refer to the classification of drugs in current Iowa classification, stating that the present western classification, effective July 15th, does not require any release to valuation of 50 cents per gallon. As suggested by you, the Iowa classification provides for maximum rates beyond which the carriers may not charge, but under which they are at full liberty to go, either in classification or charges, subject to the single provision that no discrimination be practiced in so doing.

Very respectfully yours,

W. W. AINSWORTH,
Secretary.

By order of the board.

C. 1765—1896.

KEEFE COAL COMPANY, FORT DODGE,

v.

ILLINOIS CENTRAL RAILROAD COMPANY.

} *Classification of coal.*

On December 10, 1896, there was filed in the office of the board of railroad commissioners the following letter from Keefe Coal company, of Fort Dodge:

FORT DODGE, Iowa, December 9, 1896.

Honorable Board of Railroad Commissioners, Des Moines, Iowa.

I hereto attach some correspondence in regard to coal rates at Sioux City. We get this sort of a deal every once in a while, and is there any possible way this sort of nonsense can be put to an end as to rates on steam coal? Can you as a board, or can you not, fix the rate on coal used, and where the facts can be proven that it is used as such and sold at a cheap price, such as 85 cents to \$1 per ton for such purposes, as in this case of ours? The coal in question is a soft, unscreened, nut coal, and could not be used as anything else only for steam purposes. We don't like so much disturbance at Sioux City. We now have coal standing on the track waiting for a decision. We should suggest you send a man to Sioux City that knows something, and ask him when he returns what he thinks of this coal in question as to its merits of lump coal, or should it take lump rate. We think where any unscreened nut coal of any size that passes through a diamond bar screen not exceeding two inches apart, should pass as slack and pea rate and will be the only way it will prove satisfactory. Any mine operator or firm that wants to screen steam coal through a screen larger than two inches and sell in competition with present prices, ought to have that privilege, but we will guarantee they will go into the hands of a receiver. However, we wait patiently speedy reply in this matter. Respectfully yours,

KEEFE COAL COMPANY.

This letter conveyed a postal from Webb Bros., of Sioux City, which read:

SIOUX CITY, Iowa, November 17, 1896.

GENTLEMEN—The railroad company have raised the rate on your coal to lump rate. Please investigate.

WEBB BROS. COMPANY.

And some other correspondence, including also a postal from Webb Bros., which read:

SIOUX CITY, Iowa, December 4, 1896.

Keefe Coal Company:

GENTLEMEN—We have been notified that all coal which does not pass through a $\frac{3}{4}$ -inch screen will take lump rate, so we presume this will shut your coal out from Sioux City. We cannot use it if it takes the lump rate. Respectfully,

WEBB BROS. COMPANY.

On receipt of this correspondence, a meeting of the board was fixed for the evening of December 11th at the Duncombe house, Ft. Dodge, and notices by telegraph were sent to the complainant and to Supt. C. K. Dixon of the Illinois Central railway. At this meeting the Illinois Central Railroad company was represented by Mr. F. E. Munger, of the freight department; the Western Railway Weighing association, by Mr. Barnes, of Ottumwa, and the Keefe Coal company by J. G. Keefe, Esq.

The facts elicited from the statements of the complainant and others engaged in coal mining in the vicinity of the Keefe Coal company's mines, are that there exists in the Coalville district a strata of coal which is of an inferior quality, which cannot be sold or used for ordinary purposes but only as steam coal. The vein is seven feet thick, and considerable quantities can be mined and sold if the rate of freight is no greater than for "pea and slack."

The coal comes from the mine in lumps much as that from the other strata or veins, but a slight blow or rough handling in shipping it will break it in pieces.

It is wholly unfit for domestic use, and applying lump coal rates would entirely shut it out of a market.

This coal is easily mined with simply a pick and shovel; while in working a lower strata in the same mine it is sometimes necessary to use explosives, and the product of this lower strata is a superior coal. The harder coal is in the same vein, but at a lower depth in the mine.

The demand for this soft product is principally from towns along the Illinois Central, such as Webster City, Storm Lake, Cherokee, Le Mars and Sioux City.

After gathering the facts as stated, a full discussion of the subject was had by the representatives of the several interests, resulting in a full adjustment of the matters involved, as shown by the following communication:

FR. DODGE, December 12, 1896.

Honorable Board Railroad Commissioners of Iowa:

DEAR SIR—We are in receipt of all trouble regarding coal rates at Sioux City, all being adjusted satisfactorily. Trusting this will govern all other points, we wish to withdraw our complaint for the present. Yours truly,

KEEFE COAL COMPANY.

This closes the case.

C. 1786—1896.

W. W. MEYERS, LAMOILLE,

v.

Condition of approaches to highway crossing.

CHICAGO & NORTH-WESTERN RAILWAY.

Filed June 3, 1896.

LAMOILLE, Iowa, June 3, 1896.

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—I address you by legal advice as the proper authority to apply to for the purpose of having the statute of the state of Iowa in relation to the approach of wagon road to railroad crossing complied with. I last fall talked to the section boss about the approach to the crossing on the Chicago railroad near the middle of section 5, township 83, range 19, that it was not in a safe condition for the public travel, that somebody was liable to get hurt by the ditch he had dug and left open. He replied they knew their business. On the 6th of April as the morning passenger came from the west it did not whistle at the whistling post, and in consequence a man who was on the road going east, before he was aware of the approach of the train, was on the bridge over the creek. He endeavored to stop his team, and in order to avoid a collision with the engine was compelled to turn around; the wheel struck the ditch, the man was thrown out of the buggy and severely hurt. The conductor backed the train back and saw the situation. Nothing has been done to the crossing since but to partly fill up the ditch with broken ties in its deepest part, making it still more dangerous. I spoke to our road supervisor about the matter; he did not seem to feel it was his duty to look after it. I spoke to our county supervisors, they replied that they thought the railroad would attend to their business, but would talk the matter over at their meeting. The crossing is in such a situation that the trains coming from the west can not be seen till near the crossing. Will you be kind enough to reply and tell me if a case of this kind comes within your jurisdiction?

W. W. MEYERS.

The case was laid before Mr. J. M. Whitman, general manager of the Chicago & North-Western Railway company, on June 4th, and on June 30th he made answer as follows:

CHICAGO, June 30, 1896.

Mr. W. W. Atinsworth, Secretary Iowa Railroad Commission, Des Moines, Iowa:

DEAR SIR—In reply to your letter of the 4th inst. enclosing me a communication from Mr. W. W. Nyert of Lamolille, Iowa, relative to the condition of a public highway crossing over our right of way and track near that point:

I have had this crossing carefully examined by our people and they tell me that it is in proper and safe condition and is not in need of any repairs. About two months and a half ago a party by the name of Mr. W. W. Meyers (I question whether he is not the same who has

written you) made an attempt to drive a team across our track on this crossing immediately ahead of our No. 14. He saw the train approaching and there can be no excuse for his effort. If his horse had responded he would undoubtedly have been seriously injured or killed. Fortunately for him, however, the horse refused to cross and wheeled sharply around, throwing him from the wagon. The result would have been the same on a perfectly level surface of unlimited area. His overthrow was not due to the width or condition of the highway, but was simply due to the team turning square around with him.

Yours truly,

J. M. WHITMAN,
General Manager.

The position of the company was made known to Mr. Myers, and on December 18, 1896, the commissioners visited the crossing in question. At that time they recommended to officers of the railway company present that such improvements be made as was deemed necessary and proper to put this crossing in good condition. It being understood that the suggestions were carried out and that the complainant is satisfied with adjustment made, the case is closed.

C. 1767—1896.

TRUSTEES OF WASHINGTON TOWNSHIP,
MARSHALL COUNTY (LAMOILLE),

v.

CHICAGO & NORTH-WESTERN RAILWAY CO.

} Highway crossings, unfit condition.

Complaint filed July 2, 1896.

LAMOILLE, Iowa, June 29, 1896.

To Railroad Commissioners of the State of Iowa:

We, the trustees of Washington township, Marshall county, Iowa, at the request of a large number of the residents of this township by petition to us, ask your honorable body to call the attention of the Chicago & North-Western Railway company to the fact that the statute of the state requires them to put in a good, sufficient and safe crossing over their road where a public highway crosses their track.

That in the opinion of the petitioners, few, if any, of the eight (8) crossings in our township do now fill the requirements of the law.

DANIEL BINSON,
Supervisor R. D. No. 2.
S. BEECHLY,
Supervisor D. No. 3.

Trustees: H. W. Griffin, A. Stauffer, Jas. Taggart.

Upon receipt of the foregoing, the matter was called to the attention of the respondent company, and Mr. J. M. Whitman, general manager, made answer in behalf of the Chicago & North-Western Railway company.

CHICAGO, July 17, 1896.

Mr. W. W. Ainsworth, Secretary Iowa Railroad Commission, Des Moines, Iowa:

DEAR SIR—Referring to yours of the 3d inst., enclosing a copy of complaint from H. W. Griffin and others, trustees and supervisors, of Lamaille, Iowa, in reference to the alleged unsafe condition of certain crossings in Washington township, Marshall county, Iowa.

I have had a careful inspection made of each of the highway crossings of our line in Washington township, and for your information enclose herewith copy of the report made to me by our roadmaster, from which you will see that all of the crossings are in passable condition. A little investigation has disclosed the fact that the complaint evidently originated through Mr. W. W. Myers, and was brought about by the occurrence, a report of which I made to you under date of June 30th. We find that the petition was circulated by Mr. Myers, and that he got signers among the women and even children, and also procured the signatures of a great number of persons who were totally indifferent to the condition of the crossings and ignorant of their exact condition.

Yours truly,

J. M. WHITMAN,
General Manager.

Crossing No. 1.—Located one and one-half miles east of Lamolille. The approach to this crossing is easy from each side, with an incline of three feet in fifty. Sixteen-foot plank in crossing, all in good shape.

Crossing No. 2.—One mile east of Lamolille; has sixteen-foot plank, approaches to track level on both sides, and level between fences. This is an A No. 1 crossing.

Crossing No. 3.—In Lamolille yard, near west tank; has sixteen-foot plank, approaches on both sides level, and road thirty feet wide. North side descends onto right of way at an incline of four feet to fifty, and in good shape.

Crossing No. 4.—At west end of Lamolille yard; laid to sixteen-foot plank, road sixteen feet wide on each side, and has an incline of three feet to fifty on each side.

Crossing No. 5.—One mile west of Lamolille; has sixteen-foot plank, north approach level, forty-five feet wide; south slight cut, sixteen feet wide and level.

Crossing No. 6.—"Myers' crossing," two miles west of Lamolille; has twenty-four foot plank and is level from fence to fence. Approach to right on north side has an incline of three feet to fifty, and is perfectly safe. (This is the crossing where Meyers got upset some time ago, and has since been put in first-class order.)

Crossing No. 7.—Three miles west of Lamolille; is laid to sixteen-foot plank, approaches level. South approach to right of way has an incline of four feet in fifty. This crossing was washed out, and has recently been put in first-class condition.

Crossing No. 8.—Four miles west of Lamolille; crosses track diagonally; laid to thirty-two foot plank, approach on north side level and sixty feet wide; on south side road is forty feet wide, and has an incline of three feet in fifty. Crossing is in good condition.

All of the foregoing crossings and approaches are in such shape that any one using even less than ordinary care should be able to pass them.

On July 28, 1896, the complainants again wrote the board, whereupon the board addressed the following letter to Mr. Whitman:

DES MOINES, Iowa, July 30, 1896.

Mr. J. M. Whitman, General Manager Chicago & North-Western Railway Company, Chicago, Ill.:

DEAR SIR—Again referring to petition of H. W. Griffin and others, trustees and supervisors, Lamolille, Marshall county, in relation to alleged unsafe condition of certain crossings in Washington township, copy of which was sent you July 3d, and to which you made answer on July 17th, enclosing a copy of report of your roadmaster, I beg to advise you that copy of your answer and of said report were forwarded to complainants on July 21st, to which the following reply has been received:

LA MOILLE, Iowa, July 28, 1896.

Mr. W. W. Ainsworth, Secretary Railroad Commissioners:

DEAR SIR—Your report of the Chicago & North-Western Railroad company has been received, and in answer would say to you in reply they find fault to some of the signers to the petition being women and children. We can assure them that there are no names on that petition but those that are able to drive a team and should be heard in the matter, and in regard to the crossings or a part of them, we do not agree. The one designated No. 3 in their answer we do not think is graded wide enough on the north side; the view is obstructed from that side by building and cars standing on tracks. No. 4 not graded wide enough, and No. 6 not sufficiently graded and a better view to the west should be had if possible. A train coming from the west cannot be seen from the south until nearly on the track, and is considered a dangerous crossing.

(Signed)

JAS. TAGGART,
Township Trustee.
H. W. GRIFFIN.

Kindly give this matter such further attention and answer as you may deem proper under the circumstances. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

The locality was personally inspected by the commissioners on December 18, 1896, and they pointed out to the officials present such changes as in their judgment should be made. Information being received from parties that the complaint had been satisfactorily adjusted, the case is closed.

C. 1768—1896.

J. S. K. CAMPBELL, MORNING SUN,

v.

} *Obstruction and overflow.*

IOWA CENTRAL RAILWAY COMPANY.

Complaint filed June 3, 1896.

MORNING SUN, Iowa, June 2, 1896.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Let me ask you to compel the Iowa Central Railroad company to drain the water along their road on my farm. The water is backed up so there is quite a pond on both sides of the track and it keeps several acres of my land wet. Please see to this matter at once, as the water is doing a great deal of damage to my corn.

Respectfully,

J. S. K. CAMPBELL.

The matter was at once taken up with the railway company, and on June 13th Mr. L. M. Martin, general manager of the company, said that "an investigation will be made at once, when a reply will be made you on the subject."

June 27, 1896, Mr. Campbell again wrote the board, as follows:

MORNING SUN, Iowa, June 27, 1896.

W. W. Ainsworth, Secretary:

DEAR SIR—The roadmaster of the Iowa Central railroad was looking after the matter of drainage on two different days this week; talked as if he would have to look up the title of the land, and all such; said he would tell their lawyer that they dug two holes, and if he said to drain it they would, if not, they wouldn't. One corner of about 1½ acres was kept so wet by the water from the railroad that I could not plow it; * * * did not get to plow it until this day a week ago, and then it was mud. On the other side of the road I have two strings of tile, and yet the water carried to their pond, as I will call it, kept my ground so wet that I could not plow it in time, and when I did plow it it was in the mud. Now it has been about one month since I wrote you in regard to this matter, and I would like for you to see that they drain it right away, for if there should come another such spell of weather like we had this spring my crop along the road will be greatly injured if not drowned entirely.

Respectfully,

J. S. K. CAMPBELL.

Copy of the foregoing was sent Mr. Martin for the company, from whom on July 10, 1896, the following answer was received:

Filed July 10, 1896.

MARSHALLTOWN, Iowa.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your letter of 30th ult., answer to which has been delayed on account of investigating the complaint of Mr. Campbell, will say that Mr. Huntington, our general superintendent, advises me that he has looked the ground over personally and while the conditions are such that they cannot be clearly described by letter, at the same time, there has been no change there since the construction of the road and our embankment, so far as he can see, does not retain water that would otherwise run off Mr. Campbell's land. We will be pleased to meet the commissioners upon the ground at any date in the near future and let them look over the question personally. The amount of land which is in any way damaged by water, and which Mr. Campbell thinks we are holding back, would not produce grain enough in a considerable time to pay the expense of excavating through the hill which Mr. Campbell thinks should be tunnelled, and which he claims would take the water away from him through an unnatural channel.

As I wrote you under date of June 13th, Mr. Campbell made no complaint whatever to any officer of this company in regard to this case, and his letter to you—a copy of which you forwarded to me—is the first that we knew there was anything wrong with the drainage on his farm.

If the honorable board will advise at what time they can meet some of us on the ground, provided they wish to make a personal inspection, I will be pleased to arrange accordingly.

Yours truly,

L. M. MARTIN,
General Manager.

After some further correspondence the board, after due notice, visited the locality in question August 13, 1896, made personal inspection of the premises and heard such statements and evidence as was offered.

On November 11, 1896, the board directed the following sent Mr. Campbell:

November 11, 1896.

J. S. K. Campbell, Esq., *Morning Sun*, Iowa:

DEAR SIR—The railroad commissioners are of the opinion that the railroad company should tile out from their borrowing pit to connect with your several lines of tile, and in this way drain it.

If you will sign the enclosed permit for them to do so and return it, the necessary order will be made. Very respectfully yours,

W. W. AINSWORTH,

For the commission.

Secretary.

I, J. S. K. Campbell, of Louisa county, Iowa, for value received, do hereby grant permission to the Iowa Central Railway company and its employes to enter upon my farm in said county, being the farm on which I reside, for the purpose of tiling from their right of way across my said farm to connect with such lines of tile as I have already placed on said farm, said work to be completed by May 1, 1897.

Dated this day of 1896.

Nothing being heard from complainant, he was asked on December 21, 1896, to make reply to board's letter of November 11th, in order that the matter might be disposed of.

No answer having been received, it is assumed that the complaint has been adjusted, and the case is therefore closed.

February 18, 1897.

C. 1769—1896.

M. M. READING AND OTHERS, ADAZA,

v.

Petition for station building.

DES MOINES NORTHERN & WESTERN RY. CO.

Filed July 23, 1896.

ADAZA, Iowa, July 21, 1896.

Honorable Board of Railway Commissioners:

I write you to see if there is not some way that we can have a shelter built here on the railway for the protection of goods. The railroad receives freight here, and unloads it, and takes passengers. We are operating a creamery here, and ship about, on an average, 2,500 pounds per week all through the summer season. They have a large platform built, and here the butter or passengers have to stand and take the hot sun or storms. If there is any remedy, I trust you will give it your immediate attention.

Yours truly,

M. M. READING.

The matter was brought to the attention of the respondent company, and upon receipt of its answer, through the superintendent, Mr. F. C. Hubbell, the following was addressed to Mr. Reading:

July 31, 1896.

Mr. M. M. Reading, Adaza, Iowa:

DEAR SIR—As you were advised on the 25th inst. your request for shelter for passengers and freight at that point was duly taken up with the officers of the Des Moines Northern & Western Railway company, and this board is this morning in receipt of the following answer, under date of July 29th, from Mr. F. C. Hubbell, superintendent:

"Replying to yours of the 25th, with reference to request from M. M. Reading, of Adaza, for additional facilities, would advise this is a flag station on our line located over two miles north of station of Ohurdan. There has never been any greater need for a station at this point than for a cat to have two tails. It is true we have built a comfortable platform and receive and discharge passengers and freight at the same. The creamery is located a short distance from the platform and advertises its business as a cold storage plant. It is not

necessary for the creamery people to bring their product to the train from their cold storage but a few moments before the arrival of the train. The passenger business is confined to travel between Adaza and Ohurdan, the fare for which is 10 cents. This station was not put there in the first place because of its being a necessity, but as a personal favor to one man who, I believe, has never shipped a pound from the station since it was opened."

It might be well for you to give the commissioners some additional information in reference to this matter; for instance, give the distance each way to the stations on either side; the number of inhabitants in Adaza and vicinity, including those that would naturally be tributary to the station; amount of business, as near as you may be able to state, either present or prospective that would be done, and anything else that in your judgment will throw light upon the situation. Very respectfully yours,

W. W. AINSWORTH,
Secretary.

In response to the above, Mr. Reading on August 4, 1896, said:

The distance by rail to Ohurdan, 3.2 miles, by wagon, 4.2 miles; by rail to Lohrville, 6.3 miles, and by wagon 8.2. The road hauls to and from Adaza from 100 to 150 loaded cars annually. Its passenger traffic is not confined to Ohurdan and a 10 cent fare, but is to Jefferson, fare 45 cents, and its share to other points. The town comprises one large general store, blacksmith shop and creamery. There are about 200 inhabitants in the vicinity of Adaza that would make this their main point, were better facilities provided. Its passenger traffic at present, I have from reliable authority, nearly, if not quite, equals that of Farlin, the second station south, where they have both depot and agent. Mr. Hubbell argues that we have no more use for better protection for property and passengers than a cat for two tails. If the Lord had created a cat with two tails it would undoubtedly use them. If the railroad company would furnish better facilities for traffic it can be easily reasoned that the company would profit by it, and the people better accommodated.

After some further correspondence the matter was presented to the board by petition of residents of Adaza and vicinity, upon receipt of which notice was sent to the railroad company and to Mr. Reading, for petitioners, that the board would hear the case at Adaza on Thursday, February 18, 1897. On February 17th, however, Mr. J. N. Tittmore, general freight and passenger agent of respondent, called at the office of the board and stated to the commissioners that his company would within a short time erect suitable building, etc., as more fully appears by the following letter sent Mr. Reading:

February 17, 1897.

Mr. M. M. Reading, Adaza, Iowa;

DEAR SIR—I am directed to advise you that Mr. J. N. Tittmore, representing the Des Moines Northern & Western Railway company, has just called at this office with reference to the construction your people ask for at Adaza, and proposes and promises for his company that a building at least 16x24 feet will be erected, a telegraph office opened and a regular station agent put in charge.

Depending somewhat upon the weather, he proposes this will be done within a month, and awaiting this action on the part of the railroad company, further proceedings of the board will, for the time being, be suspended. Very truly yours,

W. W. AINSWORTH,
Secretary.

For the commission.

On same date telegram was sent Mr. Reading annulling the proposed hearing on February 18th.

The railroad company having agreed to comply with request of petitioners, and when having done so the case is closed.

February 17, 1897.

REPORT OF THE ATTORNEY-GENERAL.

By a perusal of the following report, it will be observed that but one case is now in litigation between this board and a railway company. This case was begun in 1889. For history of the case see report of 1889, pages 36 and 992.

STATE OF IOWA.
OFFICE OF ATTORNEY-GENERAL, }
DES MOINES.

February 10, 1897.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—At your request, I submit to you the following report of the action of this department in regard to suits brought at the instance of the board:

First.—The case of the State of Iowa, *ex rel.*, v. The Burlington, Cedar Rapids & Northern Railway company, since my last report was decided by the supreme court, on the 26th day of October, 1896.

The supreme court reversed the judgment of the court below, and holds under the circumstances of the case it would be unreasonable to require the railroad company to put in an under-grade passage for stock. It also holds that the fact that the grade crossing is inconvenient, and requires the land owner to open and close gates in order to cross the railroad, does not render it inadequate. It says "that the intent of section 1208 of the Code plainly is that when requested the land owner is entitled to a causeway and grade crossing properly guarded which would be adequate means of crossing, and when from any cause this cannot be done, he is then entitled to have such means of crossing as will be adequate."

The ruling in this case, however, is based solely upon the facts involved. There may be circumstances under which more than one crossing would be required of a railroad, or where one crossing may not be adequate means of crossing, but the cases where the railroad company may be required to furnish anything more than an ordinary grade crossing seem to be limited by the reasoning of this case. In other words, under existing statutes and the decision in this case, a much stronger case than the commissioners supposed necessary is required to be made to entitle a land owner to anything other or better than one ordinary grade crossing.

Second.—The State of Iowa v. The Omaha & St. Louis Railway, J. F. Bernard, Receiver:

This case has since my last report been finally disposed of. By a demurrer which was filed, something of an intimation of what the judgment of the court would be, was obtained, and the counsel for the railroad and the receiver consented to make a lease to the Pickering-Johnson Grain company of grounds suitable for a grain elevator and coal building, as was ordered by your honorable board. Accordingly, such a lease was executed and accepted by the parties making application therefor. The relief sought for having been granted, the action was dismissed at the costs of the defendant.

* *Third.*—The case of The State of Iowa v. The Iowa Central Railway Company, known as the Northwood case, which at the time of my last report was pending in the supreme court of the United States (the title of the case there being Iowa Central Railway Company, plaintiff in error, v. The State of Iowa), in January, 1896, was dismissed by the supreme court of the United States because it involved no federal question. Thereupon I communicated with the Iowa Central Railway company, and the said company, as soon as could reasonably be done, commenced operating their road through from Manly Junction to Northwood. So far as I am

* For history of this case see report of this board for 1882, page 468, and for 1883, page 599.

informed, they have been obeying the mandate of the supreme court of this state fully and fairly and carrying out the intent and spirit of the decree.

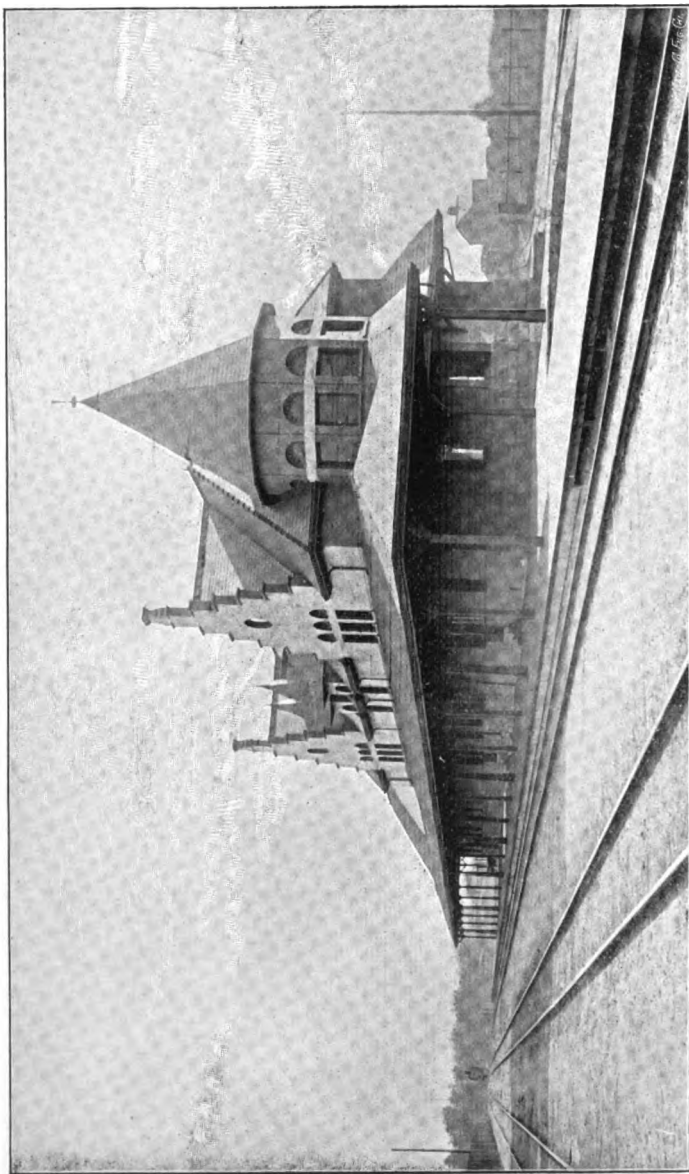
Fourth.—The only case still undetermined is the case of the State of Iowa v. The Chicago Milwaukee & St. Paul Railway company, known as the Bismarck station case.

This case is pending in the district court of Olney county. Unfortunately the district court in Olney county is held at the same time that the supreme court of the state is in session, and because of this it has been continued one or two terms. The defendant, however, has asked and obtained leave to withdraw the answer and to demur to the petition, raising the question that the order of the commission is simply to enforce rights under a contract made between persons interested in the station at Bismarck and the railway company, the railroad contending that your board has no jurisdiction to determine the rights under contracts. I am awaiting the typewritten argument of the counsel for the railroad, and as soon as that is received I shall prepare an argument in reply and the case will be submitted to the court on demurrer. Yours respectfully,

MILTON REMLEY,
Attorney-General.

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CHICAGO & NORTH-WESTERN RAILWAY.
Passenger Station, Council Bluffs, Iowa.

HISTORICAL SKETCH
OF
IOWA RAILROADS.

HISTORICAL SKETCH OF IOWA RAILROADS.

At frequent intervals since the organization of this board inquiries have been received asking for information concerning some one or more of the various railroad corporations that at some previous time have had an existence in this state although possibly merged into and now a part of some other road or system. Partly for the sake of having at hand the information from which these constantly recurring inquiries could be answered, but more especially to secure to the state and for all time preserve the otherwise rapidly disappearing data connected with the projection, construction, operation and consolidation of the railways of Iowa; and for the further reason that the office of the board of railroad commissioners should be as far as practicable the repository of such facts concerning railroads and their relation to the public as may be of interest to the people and of value to the state, the secretary prepared and forwarded to each of the Iowa railroad companies a request for the following information:

1. Name of company.
2. Time of its organization and time of beginning and completion of its construction.
3. Location and mileage of the road which may have been built by such organization.
4. Names of original officers and names and addresses, if such company now has corporate existence.
5. Any other information which the companies making these reports may deem of interest and value pertaining thereto.

Nearly all the companies applied to courteously and promptly responded with the desired facts.

That changes of name and in some instances changes in real or practical ownership of railways resulting from absolute sales, long time leases, options, close traffic arrangements or foreclosures take place with comparative rapidity may be seen by the fact that though there are nominally but thirty-six railway companies now officially reporting to this office, these thirty-six companies have, within recent years, been known as or represented by organizations whose names are set out below. For a more extended statement concerning these companies see pages following this list of roads. See also reports of 1879 and 1880.

The unanimity and courtesy with which the companies have responded to this request has been a source of gratification in the compilation of this work.

Present roads in SMALL CAPS.

ALBIA & CENTERVILLE.....	See Iowa Central
Albia, Knoxville & Des Moines....	See Chicago, Burlington & Quincy
Alexandria & Bloomfield.....	See Keokuk & Western
Alexandria, Canton, La Grange & West Quincy	See Chicago, Burlington & Quincy.—St. Louis, Keokuk & Northwestern
.....	See Chicago, Burlington & Quincy.—St. Louis, Keokuk & Northwestern
Alexandria & Nebraska City.....	See Keokuk & Western
AMES & COLLEGE	
ATCHISON, TOPEKA & SANTA FE.....	
Atchison & St. Joseph	
.....	See Chicago, Burlington & Quincy—Kansas City, St. Joseph & Council Bluffs
Atlantic & Audubon.....	See Chicago, Rock Island & Pacific
Atlantic Southern.....	See Chicago, Rock Island & Pacific
Avoca, Harlan & Northern.....	See Chicago, Rock Island & Pacific
Avoca, Macedonia & Southwestern.....	See Chicago, Rock Island & Pacific
BOONE VALLEY.....	
Brownville & Nodaway Valley.....	See Chicago, Burlington & Quincy
Burlington, Cedar Rapids & Minnesota Railway.....	See Burlington, Cedar Rapids & Northern
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.....	
Burlington, Ft. Madison & Southwestern.....	
.....	See Chicago, Burlington & Quincy—Chicago, Burlington & Kansas City
BURLINGTON & MISSOURI RIVER.....	See Chicago, Burlington & Quincy
Burlington & Missouri.....	See Chicago, Burlington & Quincy
BURLINGTON & NORTHWESTERN	See Chicago, Burlington & Quincy
BURLINGTON & SOUTHWESTERN.....	See Chicago, Burlington & Quincy
BURLINGTON & WESTERN.....	See Chicago, Burlington & Quincy
Canton & Bloomfield.....	See Chicago, Burlington & Quincy—St. Louis, Kansas & Northwestern
Cedar Falls & Minnesota.....	See Dakota & Sioux City
Cedar Rapids & Burlington Railway	See Burlington, Cedar Rapids & Northern
Cedar Rapids & Clinton Railway.....	See Burlington, Cedar Rapids & Northern
Cedar Rapids & Chicago.....	See Dakota & Sioux City
Cedar Rapids, Iowa Falls & Northwestern Railway.....	See Burlington, Cedar Rapids & Northern
Cedar Rapids & Missouri River.....	See Chicago & North-Western
Cedar Rapids & St. Paul Railway	See Burlington, Cedar Rapids & Northern
Centerville, Moravia & Albia.....	See Iowa Central
Central Iowa Railway.....	See Iowa Central
Central Railroad of Iowa.....	See Iowa Central
Chariton, Des Moines & Southern.....	See Chicago, Burlington & Quincy
Cherokee & Dakota.....	See Dakota & Sioux City
Chicago, Bellevue, Cascade & Western.....	See Chicago, Milwaukee & St. Paul
CHICAGO, BURLINGTON & KANSAS CITY.....	See Chicago, Burlington & Quincy
CHICAGO, BURLINGTON & QUINCY	
Chicago, Burlington & Pacific	See Iowa Central
Chicago, Clinton & Dubuque.....	See Chicago, Milwaukee & St. Paul
Chicago, Clinton, Dubuque & Minnesota	See Chicago, Milwaukee & St. Paul
Chicago, Clinton & Western Railway	See Burlington, Cedar Rapids & Northern
Chicago, Decorah & Minnesota Railway	See Burlington, Cedar Rapids & Northern
Chicago, Dubuque & Minnesota.....	See Chicago, Milwaukee & St. Paul
CHICAGO, FORT MADISON & DES MOINES.....	
CHICAGO GREAT WESTERN	
CHICAGO, IOWA & DAKOTA.....	
Chicago, Iowa & Nebraska.....	See Chicago & North-Western
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY.....	
CHICAGO & NORTHWESTERN.....	
CHICAGO, ROCK ISLAND & PACIFIC.....	
CHICAGO, SANTA FE & CALIFORNIA	See Atchison, Topeka & Santa Fe
Chicago, Santa Fe & California Railway Company of Iowa.....	See Atchison, Topeka & Santa Fe
Chicago, St. Paul & Kansas City.....	See Chicago Great Western
CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA.....	
Chicago & Southwestern.....	See Chicago, Rock Island & Pacific
Clarinda, College Springs & Southwestern.....	See Chicago, Burlington & Quincy
Clarksville & Western.....	
.....	See Chicago, Burlington & Quincy, also St. Louis Kansas & Northwestern
Clinton & Dubuque.....	See Chicago, Milwaukee & St. Paul

Creston Branch of the Burlington & Missouri River.....	See Chicago, Burlington & Quincy
Creston & Northern	See Chicago, Burlington & Quincy
CROOKED CREEK RAILROAD & COAL COMPANY.....	
Council Bluffs & St. Joseph.....	
.....	See Chicago, Burlington & Quincy, also Kansas City, St. Joseph & Council Bluffs
Council Bluffs & St. Louis.....	See Omaha & St. Louis
Dakota Southern Railway Company.....	See Chicago, Milwaukee & St. Paul
Davenport, Iowa & Dakota Railway.....	See Burlington, Cedar Rapids & Northern
Davenport & Northwestern	See Chicago, Milwaukee & St. Paul
Davenport & St. Paul.....	See Chicago, Milwaukee & St. Paul
Des Moines, Adel & Western	Des Moines Northern & Western
Des Moines & Fort Dodge	See Chicago, Rock Island & Pacific
Des Moines, Indianola & Missouri.....	See Chicago, Rock Island & Pacific
DES MOINES & KANSAS CITY.....	
Des Moines & Knoxville.....	See Chicago, Burlington & Quincy
Des Moines & Minneapolis	See Chicago & North-Western
Des Moines & Minnesota	See Chicago & North-Western
Des Moines & Northwestern.....	See Des Moines, Northern & Western
Des Moines Northwestern	See Des Moines, Northern & Western
DES MOINES NORTHERN & WESTERN RAILWAY COMPANY.....	
Des Moines Northern & Western Railroad Company	
Des Moines, Osceola & Southern.....	See Des Moines & Kansas City
Des Moines & St. Louis.....	See Wabash
DES MOINES UNION.....	
Des Moines Valley.....	See Chicago, Rock Island & Pacific
Des Moines Western	See Des Moines Northern & Western
Des Moines, Winterset & Southwestern.....	See Chicago, Rock Island & Pacific
Dubuque, Bellevue & Mississippi.....	See Chicago, Milwaukee & St. Paul
Dubuque & Dakota.....	See Chicago Great Western
Dubuque, Marion & Western.....	See Chicago, Milwaukee & St. Paul
Dubuque & McGregor.....	See Chicago, Milwaukee & St. Paul
Dubuque & Minnesota.....	See Chicago, Milwaukee & St. Paul
Dubuque & Minnesota.....	See Chicago, Milwaukee & St. Paul
Dubuque & Northwestern.....	See Chicago Great Western
Dubuque & Pacific	See Dubuque & Sioux City
DUBUQUE & SIOUX CITY.....	
Dubuque Southwestern.....	See Chicago, Milwaukee & St. Paul
Dubuque Western.....	See Chicago, Milwaukee & St. Paul
Eldora Railroad and Coal Company	See Iowa Central
Fort Dodge & Fort Ridgely.....	See Minneapolis & St. Louis
Fort Madison, Farmington & Western.....	See Chicago, Burlington & Quincy
Ft. Madison & Keokuk Railway & Transportation Company.....	
.....	See Chicago, Burlington & Quincy—Keokuk & St. Paul
Fort Madison & Northwestern.....	See Chicago, Ft. Madison & Des Moines
Ft. Madison, West Point, Keosauqua & Bloomfield.....	
.....	See Chicago, Burlington & Quincy—Keokuk & St. Paul
Grinnell & Montezuma	See Iowa Central
Guthrie & Northwestern.....	See Chicago, Rock Island & Pacific
Hastings & Avoca.....	See Chicago, Burlington & Quincy
Humeston & Shenandoah Railroad.....	See Chicago, Burlington & Quincy
HUMESTON & SHENANDOAH RAILWAY.....	See Chicago, Burlington & Quincy
ILLINOIS CENTRAL.....	See Dubuque & Sioux City
IOWA CENTRAL.....	
Iowa Central & Northwestern.....	See Iowa Central
Iowa City & Minnesota.....	See Chicago, Burlington & Quincy
Iowa City & Western Railway.....	See Burlington, Cedar Rapids & Northern
Iowa Eastern.....	See Chicago, Milwaukee & St. Paul
Iowa Falls & Sioux City.....	See Dubuque & Sioux City
Iowa Midland	See Chicago & North-Western
Iowa & Missouri State Line	See Chicago, Burlington & Quincy
IOWA NORTHERN.....	
Iowa Pacific	See Chicago Great Western
Iowa Railway, Coal & Manufacturing Company.....	See Chicago & North-Western
Iowa River.....	See Iowa Central

Iowa South-Western.....	See Chicago & North-Western
Iowa Southern.....	See Chicago, Burlington & Quincy—Keokuk & St. Paul
Iowa Southern.....	See Keokuk & Western
Iowa Southern Junction.....	See Chicago, Burlington & Quincy—Keokuk & St. Paul
Iowa Southern & Missouri Northern.....	See Chicago, Rock Island & Pacific
Kansas City, St. Joseph & Burlington.....	See Chicago, Burlington & Quincy
KANSAS CITY ST. JOSEPH & COUNCIL BLUFFS.....	Chicago, Burlington & Quincy
Keithsburg, Grinnell & Dakota.....	See Iowa Central
Keokuk & Des Moines.....	See Chicago, Rock Island & Pacific
Keokuk, Fort Des Moines & Minnesota.....	See Chicago, Rock Island & Pacific
Keokuk, Iowa & Minnesota.....	See Chicago, Burlington & Quincy
Keokuk, Iowa City & Minnesota.....	See Chicago, Burlington & Quincy—St. Louis, Keokuk & Northwestern
Keokuk & Minnesota.....	See Chicago, Burlington & Quincy
Keokuk, Mt. Pleasant & Muscatine.....	See Chicago, Burlington & Quincy—Keokuk & St. Paul
Keokuk, Mt. Pleasant & Northern.....	See Chicago, Burlington & Quincy—St. Louis, Keokuk & Northwestern
Keokuk & Northwestern.....	See Chicago, Burlington & Quincy
Keokuk & St. Paul.....	See Chicago, Burlington & Quincy
KEOKUK & WESTERN.....	
Leon, Mt. Ayr & Southwestern.....	See Chicago, Burlington & Quincy
Lexington, Lake & Gulf.....	See Chicago, Burlington & Quincy
Linn County.....	See Chicago & North-Western
McGregor & Missouri River.....	See Chicago, Milwaukee & St. Paul
McGregor & Sioux City.....	See Chicago, Milwaukee & St. Paul
McGregor Western.....	See Chicago, Milwaukee & St. Paul
Maple River.....	See Chicago & North-Western
Maple Valley.....	See Chicago & North-Western
MASON CITY & FORT DODGE.....	
Mason City & Minnesota.....	See Chicago, Milwaukee & St. Paul
Milwaukee, Chicago, Cassville & Montana.....	See Chicago, Milwaukee & St. Paul
Minneapolis & Duluth.....	See Minneapolis & St. Louis
MINNEAPOLIS & ST. LOUIS.....	
Minnesota & Iowa Southern.....	See Minneapolis & St. Louis
Minnesota & Northwestern.....	See Chicago Great Western
Mississippi & Missouri Railroad.....	See Chicago, Rock Island & Pacific
Mississippi & Missouri River Air Line.....	See Chicago, Burlington & Quincy, also St. Louis, & Northwestern
Mississippi River Railroad & Toll Bridge Company.....	See Atchison, Topeka & Santa Fe
Mississippi Valley & Western.....	See Chicago, Burlington & Quincy
Mississippi Valley.....	See Chicago, Burlington & Quincy, also St. Louis, Keokuk & Northwestern
Missouri, Iowa & Nebraska.....	See Keokuk & Western
Missouri Valley.....	See Chicago, Burlington & Quincy, also Kansas City, St. Joseph & Council Bluffs
Moulton & Albia.....	See Chicago, Burlington & Quincy
Mount Pleasant & Keokuk.....	See Chicago, Burlington & Quincy
Nebraska City, Sidney & Northeastern.....	See Chicago, Burlington & Quincy
Newton & Monroe.....	See Chicago, Rock Island & Pacific
North Missouri Railroad Company.....	See Wabash, 1880
OMAHA & ST. LOUIS.....	
OTTUMWA, CEDAR FALLS & ST. PAUL.....	See Chicago & North-Western
Ottumwa & Kirkville.....	See Chicago, Burlington & Quincy
Platte County.....	See Chicago, Burlington & Quincy, also Kansas City, St. Joseph & Council Bluffs
Platte Country Railroad Company.....	See Chicago, Burlington & Quincy
Prairie du Chien & McGregor.....	See Chicago, Milwaukee & St. Paul
Red Oak & Atlantic.....	See Chicago, Burlington & Quincy
Sabula, Ackley & Dakota.....	See Chicago, Milwaukee & St. Paul
St. Joseph & Council Bluffs.....	See Chicago, Burlington & Quincy, also Kansas City, St. Joseph & Council Bluffs
St. Joseph & Iowa.....	Chicago, Burlington & Quincy
St. Louis & Cedar Rapids.....	See Wabash, 1880
St. Louis, Des Moines & Northern.....	See Des Moines, Northern & Western
St. Louis, Kansas City & Northern.....	See Omaha & St. Louis

St. Louis, Keokuk & Northwestern.....	See Chicago, Burlington & Quincy
St. Louis, Ottumwa & Cedar Rapids.....	See Wabash, 1880
St. Paul & Sioux City.....	See Chicago, St. Paul, Minneapolis & Omaha
Sioux City & Dakota.....	See Chicago, Milwaukee & St. Paul
SIoux CITY & NORTH-ERN.....	
SIoux CITY & PACIFIC.....	See Chicago & North-Western
Sioux City & Pembina.....	See Chicago, Milwaukee & St. Paul
Sioux City & St. Paul.....	See Chicago, St. Paul, Minneapolis & Omaha
Sioux Valley.....	See Chicago & North-Western
Spirit Lake & Western.....	See Burlington, Cedar Rapids & Northern
Stanwood & Tipton.....	See Chicago & North-Western
TABOR & NORTHERN.....	
Tarkio Valley.....	See Chicago, Burlington & Quincy
Toledo & Northwestern.....	See Chicago & North-Western
UNION PACIFIC.....	
WABASH.....	
Wabash, St. Louis & Pacific.....	See Wabash—Omaha & St. Louis
Waukon & Mississippi.....	See Chicago, Milwaukee & St. Paul
Waukon & Mississippi Railroad Guaranty Company.....	See Chicago, Milwaukee & St. Paul
Waverly Short Line.....	See Burlington, Cedar Rapids & Northern
Western Iowa.....	See Chicago, Burlington & Quincy
Weston & Atchison.....	
.....	See Chicago, Burlington & Quincy—Kansas, City, St. Joseph & Council Bluffs
Wisconsin, Iowa & Nebraska.....	See Chicago Great Western
WINONA & SOUTHWESTERN.....	See Winona & Western
WINONA & WESTERN.....	
Worthington & Sioux Falls.....	See Chicago, St. Paul, Minneapolis & Omaha

AMES & COLLEGE RAILWAY.

AMES, Iowa, December 30, 1896.

1. Ames & College Railway company.
2. Organized September 9, 1890. Began work April 13, 1891. Completed September, 1891. Mileage, 1 98. Ames, Story county, Iowa.

Original officers: President, Judge J. L. Stevens; secretary, R. J. Hopkins; treasurer, R. F. Jorden.

Present officers: President, W. M. Greeley, Ames, Iowa; vice-president, E. W. Stanton, Ames, Iowa; secretary-treasurer and manager, M. K. Smith, Ames, Iowa.

ATCHISON, TOPEKA & SANTA FE RAILWAY.

CHICAGO, January 4, 1897.

Mr. W. W. Atinsworth, *Secretary Railroad and Warehouse Commission, Des Moines, Iowa:*

DEAR SIR—Referring to your circular letter of December 14th, asking for information as to companies incorporated under the laws of the state of Iowa, I answer your questions *seriatim*:

1. The name of the original company was "Chicago, Santa Fe & California Railway Company of Iowa."
2. The company was incorporated December 13, 1886; work commenced January 12, 1887, completed December 24, 1887.
3. The mileage in Iowa built under the above organization, is 19.76 miles, located from the Mississippi river at Ft. Madison to the center of the Des Moines river near Dumas, Mo.

4. The original officers were as below: President, P. I. Bonebrake; secretary, C. S. Glead; treasurer, C. S. Tuckerman; auditor, C. S. Sutton; chief engineer, B. F. Booker; general auditor, J. P. Whitehead; comptroller, W. P. Ellison.

5. The Chicago, Santa Fe & California Railway Company of Iowa was purchased July 15, 1887, by the Chicago, Santa Fe & California Railway company, the latter being incorporated under the laws of the state of Illinois.

Yours truly,

E. P. RIPLEY.

BURLINGTON, CEDAR RAPIDS & NORTHERN.

CEDAR RAPIDS AND CLINTON RAILWAY.

The Cedar Rapids & Clinton Railway company was organized November 28, 1882.

The first officers of the company were James L. Bever, president; C. Stickney, treasurer, and W. P. Brady, secretary,

The authorized capital stock of the company was \$2,000,000, divided into shares of \$100 each.

The object of this company was to secure by lease or purchase the property of the defunct Chicago, Clinton & Western Railway company, which had been purchased by the Burlington, Cedar Rapids & Northern Railway company. This property consisted of a line of railway from Clinton to Noel, Iowa, 23.5 miles, which had never been operated, and a line from Elmira to Iowa City, Iowa, 10 miles, which had been operated by the Burlington, Cedar Rapids & Northern Railway company. In February, 1883, this company effected a purchase of the above named property, and during the year 1884 completed the line from Clinton to Iowa City, Iowa, a distance of 79.2 miles. During the same year a branch line was built from Plato, Iowa, to the Cedar Valley Stone Quarry 2.74 miles distant, making a total of 81.94 miles of railway owned by this company. The present officers of this company are C. J. Ives, president and general manager; J. C. Broeksmit, vice-president; W. P. Brady, secretary; S. S. Dorwart, treasurer, and H. F. White, chief engineer.

CHICAGO, DECORAH & MINNESOTA RAILWAY COMPANY.

The Chicago, Decorah & Minnesota Railway company was organized March 30, 1881. The first officers elected by the company were, James H. Easton, president; H. C. Bulis, vice-president, and Leonard Standring, treasurer. The object of this company was to construct a line of railway south from Decorah, Iowa, to connect with some other line of railway that would furnish a southern outlet for the products of Decorah and vicinity. The construction of the line was undertaken in 1884, and the line completed 23.3 miles, to a point 3 miles south of Postville, Iowa, where a junction was made with the Milwaukee division of the Burlington, Cedar Rapids & Northern railway. The present officers of the company are, C. J. Ives, president and general manager; J. C. Broeksmit, vice-president; W. P. Brady, secretary, H. H. Hollister, treasurer, S. S. Dorwart, assistant treasurer, and H. F. White, chief engineer.

WAVERLY SHORT LINE.

The Waverly Short Line Railroad company was organized June 3, 1885, and the following officers were elected: N. B. Ridgeway, president; J. H. Bowman, vice president, and L. Lipman, secretary. This company was organized by the citizens of Waverly, Iowa, and Bremer county and a tax voted by the townships

to aid in its construction. The object of the company was to build a line from Waverly to some point on the Burlington, Cedar Rapids & Northern railway, and thus give the people of Waverly and surroundings another line of railway and one that would furnish easy and cheap access to the lumber markets of the north, and to the coal fields in the southern part of the state. The line was built during the year 1886, and a connection with the Burlington, Cedar Rapids & Northern railway, was made between Shell Rock and Winslow, Iowa, 5.68 miles distant from Waverly, Iowa. The present officers of the company are E. Knott, president; Robert Williams, vice-president, and W. P. Brady, secretary.

IOWA CITY & WESTERN RAILWAY COMPANY.

The Iowa City & Western Railway company was organized May 2, 1878. The first officers of the company were L. Parsons, president; E. Clark, vice-president; J. W. Porter, treasurer, and Milton Remley, secretary. The object of this company was to construct a line of railway from Iowa City, Iowa, through the English river valley to Montezuma. Some of the townships through which the line was to be built voted a tax to aid in its construction. During the year 1879 the line was completed from Iowa City to What Cheer, and the following year extended from Thornburg to Montezuma, making a line 73.02 miles long. The present officers of the company are C. J. Ives, president; J. C. Broeksmit, vice-president; W. P. Brady, secretary; S. S. Dorwart, treasurer, and H. F. White, chief engineer.

CEDAR RAPIDS, IOWA FALLS & NORTHWESTERN RAILWAY COMPANY.

The Cedar Rapids, Iowa Falls & Northwestern Railway company was organized April 20, 1880.

The first officers of this company were George J. Boal, president; George W. Bever, treasurer, and William P. Brady, secretary.

This company was organized to construct a line of railway from the town of Holland, Grundy county, Iowa, by way of Iowa Falls, to some undetermined point in Minnesota. The authorized capital stock of the company was \$2,000,000, divided into shares of \$100 each. In May, 1881, the capital stock was increased to \$6,000,000, and in November, 1883, it was again increased to \$18,000,000. In 1880, the company begun the construction of a line from Holland, and during the year built 55 miles to Clarion, Iowa, and the following year extended the line to Emmetsburg, Iowa. In 1882 the line was completed from Clarion, Iowa, to Worthington, Minn., making a total of 182 miles completed. In 1883, the company decided to build a branch line from Dows, Iowa, to Forest City, Iowa, and during the following year the construction was begun and the line completed to Madison, Iowa, 41.07 miles, where a junction with the Minneapolis & St. Louis railway was made, and the company arranged with the Minneapolis & St. Louis Railway company to run over the tracks of the latter company from Madison to Forest City, 8.45 miles. In 1883, a line was built from Lake Park, Iowa, 163.64 miles to Watertown, S. D. In the spring of 1886, the company decided to build a line to Sioux Falls, S. D., and the construction was commenced at Ellsworth, Minn., and the line completed 42.49 miles to Sioux Falls, before the close of the year. In 1891 and 1892, a branch line was built from Trosky, Minn., 9.18 miles to the stone quarries at Jasper, Minn. In 1891 it was decided to build a line from Forest City, Iowa, to Estherville, Iowa, to connect with their line at that point, and during 1893, the line was completed to Armstrong, Iowa, 45.98 miles, where the line terminates at the present time. The company decided to connect the Dows and Armstrong lines and give up the

lease of the Minneapolis & St. Louis railroad between Madison Junction and Forest City, and in 1895, this was done by building a line 10.62 miles long, from a point two and one-half miles north of Garner to a connection with the line northwest of Forest City. The total mileage of this company at the present time is 494.98 miles, all of which is operated by the Burlington, Cedar Rapids & Northern Railway company under lease. The present officers of the company are C. J. Ives, president and general manager; J. C. Brooksmit, vice-president; W. P. Brady, secretary; S. S. Dorwart, treasurer and H. F. White, chief engineer.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

The Burlington, Cedar Rapids & Northern Railway company was organized June 22, 1876, as successor to the Burlington, Cedar Rapids & Minnesota Railroad company, which had been in the hands of a receiver and was sold under a decree of foreclosure, and bought in trust for the bondholders. The Burlington, Cedar Rapids & Minnesota Railroad company came into existence June 30, 1868, as the result of a consolidation of the Cedar Rapids & St. Paul and the Cedar Rapids & Burlington Railway companies. These two companies had existed in name only, they never having built any road on account of their inability to raise the funds. The officers of the new company were George Greene, president; Charles Mason, vice-president; John H. Davey, treasurer; and R. M. Green, secretary. In the early part of 1869, the new company commenced the construction of a line from Burlington, Iowa, north, and in February, 1870, the line was completed to Columbus Junction, 40.6 miles, and the company was operating trains regularly over same. The construction of the line was pushed rapidly north from Columbus Junction, and during the summer of 1870, construction of the line was commenced at Cedar Rapids and extended both north and south. In the spring of 1871 the line had been completed between Cedar Rapids and Columbus Junction, and had been built into Cedar Falls, making 156.4 miles of line completed. The following year the line was built into Plymouth Junction, Iowa, 218.51 miles from Burlington. This was called the main line.

Shortly after the completion of the line to Plymouth Junction the company made arrangements with the Chicago, Milwaukee & St. Paul Railway company to run its trains over the latter company's track to Austin, Minn., from Plymouth Junction, Iowa, 32 miles. This arrangement, however, proved unprofitable for this company, and was discontinued in 1877.

In 1872 the company built a branch line from Linn, a station on the main line, to Postville, Iowa, a distance of 94.11 miles. This branch was known as the Milwaukee division. During the same year another branch line was constructed from Muscatine, Iowa, to Riverside, Iowa, 30.9 miles, and was called the Muscatine division. This branch line intersected the main line at Nichols, Iowa. During the latter part of 1872 the construction of a line was undertaken, to extend northwest from Vinton, Iowa, a station on the main line. This line was completed during 1873, to Traer, Iowa, 24.5 miles, and was known as the Pacific division.

The Burlington, Cedar Rapids & Minnesota Railroad company had now a total of 368.02 miles of line, which had been bonded for \$10,200,000. These bonds drew 7 per cent interest, payable semi-annually, which made an annual interest charge of \$814,000. The payment of this large interest charge, together with operating expenses, was more than the earnings of the road could stand, and November 1, 1873, they defaulted in the payment of the interest.

After repeated defaults the bondholders, on May 18, 1875, made application to the United States circuit court for appointment of a receiver, and on May 19, 1875, the court appointed Mr. W. W. Walker provisional receiver. A further hearing of the case was had by the court July 7, 1875, and Mr. Edward F. Winslow was appointed permanent receiver, his appointment dating July 15, 1875.

The property was sold under decree of foreclosure June 22, 1876, and bought in trust for the bondholders. The bonds of the Burlington, Cedar Rapids & Minnesota Railroad company were as follows:

	MILES.	AMOUNT.
Main line.....	218.51	\$5,400,000
Milwaukee division.....	94.11	2,200,000
Muscatine division.....	30.90	800,000
Pacific division.....	24.50	1,800,000
Total.....	368.02	\$10,200,000

On June 22, 1876, articles of incorporation were filed for a new company, to be known as the Burlington, Cedar Rapids & Northern Railway Company of Iowa. The new company was organized upon the basis of \$10,000,000 capital stock and \$6,500,000 first mortgage 5 per cent bonds. This was a scaling down of \$3,700,000 in the bonded indebtedness, and the new bonds to bear 2 per cent less interest than the old bonds.

The plan of reorganization proposed exchange of the old bonds for the new securities as follows:

For each main line bond, \$800 in bonds and seven shares of stock.

For each Milwaukee division bond, \$500 in bonds and five shares of stock.

For each Pacific division bond, \$250 in bonds and two and one-half shares of stock.

For each Muscatine division bond, \$300 in bonds and three shares of stock.

The officers of the new company were Fred Taylor, president; E. F. Winslow, vice-president; W. D. Walker, secretary, and Alexander Taylor, treasurer.

The new company, recognizing the difficulty under which it labored because of its having no suitable northern terminus, united in an effort then being made to construct the Minneapolis & St. Louis Railway company, and the directors subscribed largely for the Minneapolis & St. Louis railway bonds, and through the aid thus rendered the work of construction was pushed rapidly forward and the line completed from the south line of Minnesota to St. Paul, Minn., on November 10, 1877.

The Burlington, Cedar Rapids & Northern Railway company extended its line north from Plymouth Junction, Iowa, to Manly Junction, Iowa, 6.44 miles. From this point to Northwood, Iowa, 11.39 miles, the company secured by lease the right to run its trains over the track of the Iowa Central railway. The company built 4.3 miles of line from Northwood to the south line of Minnesota, to connect with the southern terminus of the Minneapolis & St. Louis railway. From this point to Albert Lea, 12.57 miles, the company leased the track of the Minneapolis & St. Louis railway. By this means this company was made a part of a through line between Minneapolis and St. Paul and St. Louis.

During the years 1877 and 1878 the company extended the Pacific division from Traer, Iowa, to Holland, Iowa, a distance of 23.62 miles.

In July, 1878, the company purchased the franchises and property of the Chicago, Clinton & Western Railway company, which had besides other property a line in operation from Iowa City to Elmira, Iowa, 9.3 miles. This afterwards became the property of the Cedar Rapids & Clinton Railway company, known as the Clinton division.

In 1890 a line 31.51 miles long was purchased from the Davenport, Iowa & Dakota Railway company, extending in a northwesterly direction from Davenport, Iowa, to a point of connection on the Clinton division of this railway near Bennett.

This division is known as the Davenport division, and completes the mileage owned by this company at the present time, viz.: Main line and branches, 457.55 miles. The total mileage operated by this company at the present time is 1,136.47 miles, of which 678.92 miles is operated under leases. There are 960.73 miles operated in Iowa, 92.98 miles in Minnesota and 82.76 miles in South Dakota.

The mileage of the main line and branches is as follows:

Main line (including 11.39 miles leased from Iowa Central and 12.57 miles leased from Minneapolis & St. Louis railroad).....	253.21
Milwaukee division.....	94.13
Muscatine division.....	30.58
Pacific division.....	48.12
Davenport division.....	31.51
Total.....	457.55

The leased lines are as follows:

Iowa City & Western railway.....	73.02
Cedar Rapids, Iowa Falls & Northwestern railway.....	494.98
Chicago, Decorah & Minnesota.....	23.30
Waverly Short line.....	5.68
Cedar Rapids & Clinton railway.....	81.94—678.92
Total.....	1,136.47

The franchises and property of these companies are controlled by the Burlington, Cedar Rapids & Northern Railway company through long time leases, which amount to practical ownership.

SPIRIT LAKE & WESTERN RAILROAD COMPANY.

The Spirit Lake & Western Railroad company was organized February 24, 1882, to construct and operate a line of railroad from a point on or near Spirit Lake, Dickinson county, Iowa, in a westerly direction, to a point on the Big Sioux river. The directors were Joel D. Harvey, James B. Close, Josiah Lombard, Elliott C. Davidson and Maj. Charles J. C. Ball. This company made a preliminary survey and afterward the Burlington, Cedar Rapids & Northern Railroad company succeeded to its rights and franchise, completing the road.

CHICAGO, BURLINGTON & QUINCY.

The following lines are now a part of this system:

Burlington & Missouri River Railroad company.
 Albia, Knoxville & Des Moines Railroad company.
 Brownville & Nodaway Valley Railway company.
 Burlington & Missouri Railroad company.
 Chariton, Des Moines & Southern Railroad company.
 Clarinda, College Springs & Southwestern Railroad company.
 Creston branch of the Burlington & Missouri River railroad.
 Creston & Northern Railroad company.
 Des Moines & Knoxville Railway company.
 Hastings & Avoca Railroad company.

Humeston & Shenandoah Railway company.
 Keokuk & St. Paul Railway company.
 Leon, Mt. Ayr & Southwestern Railroad company.
 Moulton & Albia Railway company.
 Nebraska City, Sidney & Northeastern Railway company.
 Ottumwa & Kirkville Railway company.
 Red Oak & Atlantic Railroad company.
 Western Iowa Railroad company.
 Burlington & Western Railway company.
 Burlington & Northwestern Railway company.
 Chicago, Burlington & Kansas City Railway company.
 St. Louis, Keokuk & Northwestern Railroad company.
 Kansas City, St. Joseph & Council Bluffs Railroad company.

BURLINGTON & MISSOURI RIVER RAILROAD COMPANY.

2. Incorporated January 15, 1852.

This is the main line of the Chicago, Burlington & Quincy Railroad company in Iowa. The road built under this charter was from Burlington, Iowa, to East Plattsmouth, Iowa, a short piece of track in Council Bluffs, and the line from Red Oak to Hamburg, Iowa.

Construction was begun and the road opened for traffic, as follows:

Burlington to east bank of Skunk river, opposite Rome, construction begun May, 1854, opened June 17, 1857, 35.22 miles; Rome to Fairfield, construction begun 1857, opened about August 1, 1858, 15.79 miles; Fairfield to Agency City, construction begun 1857, opened February 1, 1859, 18.65 miles; Agency to Ottumwa, construction begun 1857, opened September 1, 1859, 5.82 miles; Ottumwa to Albia, construction begun 1865, opened November 1, 1866, 24.79 miles; Albia to Russell, construction begun 1865, opened April 19, 1867, 23.08 miles; Russell to Chariton, construction begun 1865, opened July 1, 1867, 7.50 miles; Chariton to Woodburn, opened December 23, 1867, 16 miles; Woodburn to Osceola, opened January 29, 1868, 10.37 miles; Osceola to Afton, opened September 10, 1868, 23.99 miles; Afton to Cromwell, opened June 1, 1869, 15.22 miles; Cromwell to Corning, opened August 23, 1869, 15.73 miles; Corning to Villisca, opened September 28, 1869, 14 miles; Villisca to Red Oak, opened November 12, 1869, 15.74 miles; Red Oak to East Plattsmouth*, opened January 1, 1870, 38.40 miles; track in Council Bluffs, 1.87 miles; total, 282.17 miles. Since the completion of the road, on account of a change in the location of the Union Pacific depot at Council Bluffs, and the building of the Plattsmouth bridge, the main track has been shortened in Council Bluffs .30 of a mile, and between Pacific Junction and East Plattsmouth 2.40 miles, and has been lengthened by building east from the old end of the track at Burlington to the north line of Locust street .38 of a mile; net deduction 2.32 miles. Total December 31, 1888, 279.85 miles. Red Oak Branch, Red Oak to Hamburg, opened August 1, 1870, 39.17 miles; total, 319.02 miles.

4. Original officers: Chas. Mason, president; Joseph F. Fales, secretary, and Wm. W. White, treasurer. Present officers: C. E. Perkins, Burlington, Iowa, president; A. G. Stanwood, Boston, Mass., treasurer; and H. E. Jarvis, Burlington, Iowa, secretary and assistant treasurer.

*Between Red Oak and Pacific Junction, track was laid from both ends. The junction was a short distance east of Glenwood, and the last rail was laid November 26, 1869.

5. Of date December 31, 1872, the Burlington & Missouri River Railroad company was consolidated with the Chicago, Burlington & Quincy Railroad company, a corporation of the state of Illinois; and, in pursuance of the contract of consolidation, a lease in perpetuity of the Iowa road was executed to the Chicago Burlington & Quincy company, which has been in possession of the road and has operated it as part of its main line ever since that date. The consolidation agreement contemplated a deed, when certain legislation from Illinois could be procured, which was afterwards done; and, of date July 31, 1875, the property was deeded absolutely to the Chicago, Burlington & Quincy company, which also owns and operates all the Iowa branches, either through leases in perpetuity direct to itself, or executed to the Burlington & Missouri River Railroad company before the consolidation.

ALBIA, KNOXVILLE & DES MOINES RAILROAD COMPANY.

2. Articles of incorporation dated December 10, 1867. Construction begun May, 1875; road opened for business November 17, 1875.

3. Albia to Knoxville, 32.92 miles.

4. Original officers: James Mathews, president; Miles Jordan, vice-president; Larkin Wright, treasurer; F. Christofel, secretary. Present officers: Lyman Cook, Burlington, Iowa, president; J. W. Blythe, Burlington, Iowa, vice-president; H. E. Jarvis, Burlington, Iowa, secretary and treasurer.

BROWNVILLE & NODAWAY VALLEY RAILWAY COMPANY.

2. Articles of incorporation dated February 27, 1872. Construction of road from Clarinda Junction to Clarinda, begun in summer of 1872, and road opened for business to Clarinda, September 30, 1872, 13.95 miles. Construction from Clarinda south begun April, 1879, and road opened for business to Burlington Junction, Mo., October 19, 1879, 21.05 miles. Total, 35 miles.

3. Clarinda Junction, Iowa, to Burlington Junction, Mo., 35 miles.

4. Original officers: H. C. Lett, president; John Barnett, vice-president; W. P. Hepburn, secretary; David Bemick, treasurer; J. S. Cameron, chief engineer. Present officers: J. T. Remy, Burlington, Iowa, president; H. B. Scott, Burlington, Iowa, vice-president; H. E. Jarvis, Burlington, Iowa, secretary and treasurer.

BURLINGTON & MISSOURI RAILROAD COMPANY.

2. Articles of incorporation dated July 24, 1871. Construction begun in August, 1871, completed August 21, 1872.

3. Chariton, Iowa, to Leon, Iowa, 36.72 miles.

4. Original officers: Cannot give.

Present officers: President, J. T. Remy, Burlington, Iowa; secretary and treasurer, H. E. Jarvis, Burlington, Iowa.

CHARITON, DES MOINES & SOUTHERN RAILROAD COMPANY.

2. Articles of incorporation dated January 3, 1876. Construction begun in September, 1878. Road opened for business: Chariton to Oakley, December 23, 1878, 7.21 miles; Oakley to Indianola, February 23, 1879, 25.93 miles.

3. Chariton, Iowa, to Indianola, Iowa, 33.14 miles.

4. Original officers: President, S. H. Mallory; vice-president, B. F. Bates; secretary, E. E. Edwards; treasurer, J. D. Wright.

Present officers: President, J. W. Blythe, Burlington, Iowa; vice-president, Lyman Cook, Burlington, Iowa; secretary and treasurer, H. E. Jarvis, Burlington, Iowa.

CLARINDA, COLLEGE SPRINGS & SOUTHWESTERN RAILROAD COMPANY.

2. Articles of incorporation dated May 12, 1879. Construction begun in April, 1881, completed to Northboro, Mo., July 10, 1882.

3. Clarinda, Iowa, to Northboro, Mo., 15.89 miles.

4. Original officers: President, J. W. Blythe; secretary and treasurer, T. S. Howland.

Present officers: President, J. W. Blythe, Burlington, Iowa; secretary and treasurer, H. E. Jarvis, Burlington, Iowa.

CRESTON BRANCH OF THE BURLINGTON & MISSOURI RIVER RAILROAD.

2. Articles of incorporation dated July 24, 1871. Construction begun August, 1871, completed to state line, January 21, 1872.

3. Creston, Iowa, to Iowa-Missouri state line, 42.75 miles.

4. Original officers—can not give. Present officers: President, H. B. Scott Burlington, Iowa; secretary and treasurer H. E. Jarvis, Burlington, Iowa.

CRESTON & NORTHERN RAILROAD COMPANY.

2. Articles of incorporation dated August 6, 1878. Construction begun in August, 1878. Road completed to Greenfield, November 17, 1878, 20.52 miles; completed to Fontanelle, May 6, 1879, 6.90 miles.

3. Creston, Iowa, to Fontanelle, Iowa, 27.42 miles.

4. Original officers: R. P. Smith, president; W. R. Towne, vice-president; G. F. Kilburn, secretary; A. D. Temple, treasurer. Present officers: H. B. Scott, Burlington, Iowa, president; H. E. Jarvis, Burlington, Iowa, secretary and treasurer.

DES MOINES & KNOXVILLE RAILWAY COMPANY.

2. Articles of incorporation dated July 18, 1878. Construction begun in April, 1879, road completed to Knoxville, January 10, 1880.

3. Knoxville, Iowa, to Des Moines, Iowa, 35.03 miles.

4. Original officers: Samuel Merrill, president; J. S. Clarkson, vice-president; J. S. Runnells, secretary; Wm. Christy, treasurer. Present officers: J. W. Blythe, Burlington, Iowa, president; Lyman Cook, Burlington, Iowa, vice-president; H. E. Jarvis, Burlington, Iowa, secretary and treasurer.

HASTINGS & AVOCA RAILROAD COMPANY.

Articles of incorporation dated October 17, 1879. Construction begun March, 1880, completed October 6, 1880.

3. Hastings, Iowa, to Carson, Iowa, 15.79 miles.

4. Original officers: J. W. Blythe, president; T. S. Howland, secretary and treasurer. Present officers: J. W. Blythe, Burlington, Iowa, president; H. E. Jarvis, Burlington, Iowa, secretary and treasurer.

HUMESTON & SHENANDOAH RAILROAD COMPANY.

2. Articles of incorporation dated February 12, 1881. Construction was begun on different parts of the road between Prairieville (now Van Wert) and Shenandoah at various times from April to June, 1881, and the road was completed and opened for business as below: Prairieville (now Van Wert) to Grand River, November 7, 1881, 10.89 miles; Grand River to Tingley, September 17, 1882, 14.10 miles; Tingley to Shenandoah, November 18, 1882, 70.21 miles.

3. Prairieville (now Van Wert), Iowa, to Shenandoah, Iowa, 95.20 miles.

4. Original officers: J. F. How, president; W. W. Baldwin, treasurer; F. O. Wyatt, secretary.

The road was sold under foreclosure March 30, 1896, and of date April 21, 1896, the property was deeded to the

HUMESTON & SHENANDOAH RAILWAY COMPANY,

which was incorporated March 28, 1896.

Officers: W. W. Baldwin, Burlington, Iowa, president; J. W. Blythe, Burlington, Iowa, vice-president; H. E. Jarvis, Burlington, Iowa, secretary and treasurer.

KEOKUK & ST. PAUL RAILWAY COMPANY.

This company was the result of consolidations and sales of the following named companies:

Ft. Madison, West Point, Keosauqua & Bloomfield Railroad company.

Iowa Southern Railroad company.

Iowa Southern Junction Railroad company.

Keokuk, Mt. Pleasant & Muscatine Railroad company.

Ft. Madison and Keokuk Railway & Transportation company.

The original incorporation was the

FT. MADISON, WEST POINT, KEOSAUQUA & BLOOMFIELD RAILROAD COMPANY.

Incorporated September 4, 1853. January 7, 1857, its name was changed to Iowa Southern Railroad company.

IOWA SOUTHERN COMPANY.

Built from Ft. Madison south to a junction with the Keokuk, Mt. Pleasant & Muscatine railroad, a distance of about eight miles, and was then sold under foreclosure, the decree being dated May 28, 1862, and sale made to the Ft. Madison & Keokuk Railway & Transportation company.

IOWA SOUTHERN JUNCTION RAILROAD COMPANY.

Incorporated August 28, 1858, and of date January 20, 1859, it was consolidated with the Iowa Southern Railroad company, under the name of the last named company.

KEOKUK, MT. PLEASANT & MUSCATINE RAILROAD COMPANY.

Incorporated September 20, 1854, and in 1856 built from Keokuk to Montrose, and in 1857 extended its road to a junction with the Iowa Southern railroad, which had been built from Ft. Madison south about eight miles.

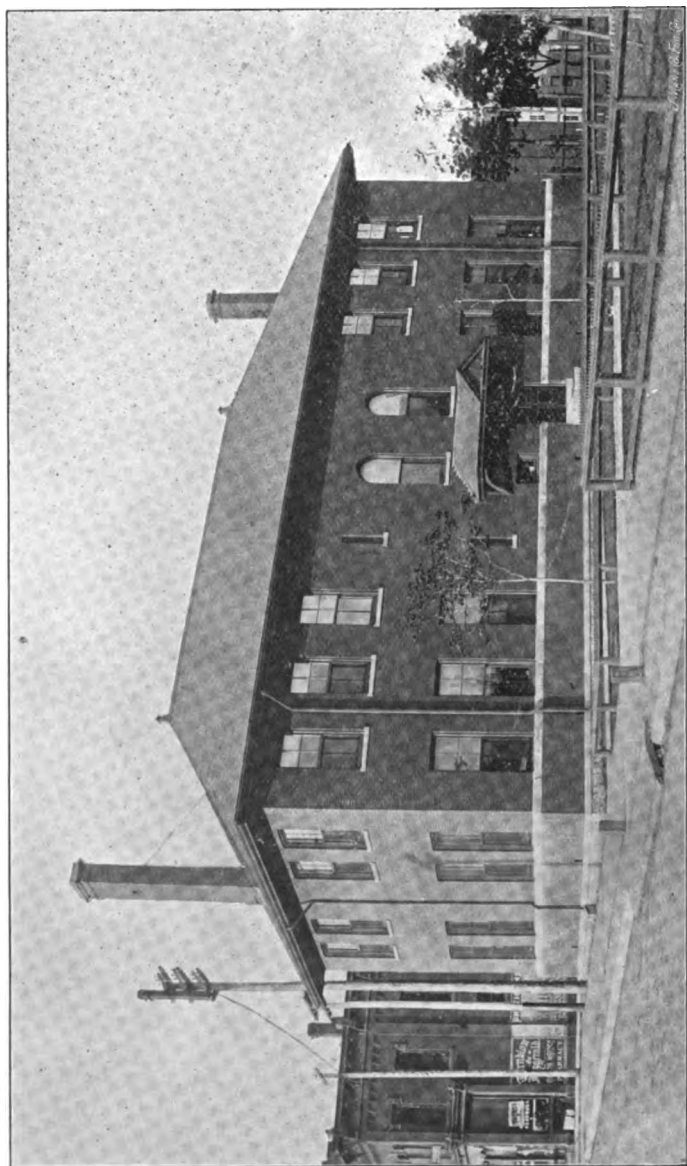
FT. MADISON & KEOKUK RAILWAY AND TRANSPORTATION COMPANY.

Incorporated July 17, 1862, and purchased the Iowa Southern railroad at the foreclosure sale in May, 1862.

KEOKUK & ST. PAUL RAILWAY COMPANY.

Incorporated May 23, 1866, and in April, 1867, acquired all the interests of the purchasers of the two pieces of track which had been built, and in October, 1867, all the companies which had been previously interested were consolidated, under the name of the Keokuk & St. Paul Railway company. April 5, 1868, the articles were amended to authorize building from Ft. Madison to Burlington.

The road was completed and opened for business as follows: Keokuk to Montrose, August 8, 1857, 11.30 miles; Montrose to Ft. Madison, October 31, 1859,



CHICAGO & NORTHWESTERN RAILWAY.
Division Office Building, Boone, Iowa.

12.66 miles; Ft. Madison to a connection with the Chicago, Burlington & Quincy at west end of Burlington bridge, October 27, 1869, 18.32 miles, making a total of 42.28 miles.

The road from Ft. Madison south about eight miles, was built by the Iowa Southern Railroad company, and through trains between Keokuk and Ft. Madison commenced running October 31, 1859. From Keokuk to a junction with the Iowa Southern the road was built by the Keokuk, Mt. Pleasant & Muscatine Railroad company. The section from Montrose north about five miles, to the junction, was probably in operation before the road was completed through to Ft. Madison.

Original officers: Edw. Kilbourne, president; John B. Lash, vice-president; Edw. K. Buell, secretary; Henry K. Love, treasurer; Guy Wells, engineer.

Present officers: Lyman Cook, Burlington, Iowa, president; C. P. Squires, Burlington, Iowa, vice-president; H. E. Jarvis, Burlington, Iowa, secretary and treasurer.

LEON, MT. AYR & SOUTHWESTERN RAILROAD COMPANY.

2. Articles of incorporation dated September 28, 1878. Construction: Leon to Mt. Ayr, Iowa, begun May, 1879, completed September 26, 1879, 35.29 miles; Mt. Ayr to Grant City, Mo., begun March, 1880, completed September 20, 1880, 22.43 miles; Bethany Junction, Iowa, to Bethany, Mo., begun March, 1880, completed November 15, 1880, 28.59 miles; Bethany, Mo., to Albany, Mo., begun October, 1880, completed October 1, 1881, 17.63 miles.

3. Leon, Iowa, to Grant City, Mo., 57.72 miles; Bethany Junction, Iowa, to Albany, Mo., 46.22 miles; total, 103.94 miles.

4. Original officers: President, C. E. Perkins; secretary and treasurer, T. S. Howland.

Present officers: President, J. T. Remey, Burlington, Iowa; secretary and treasurer, H. E. Jarvis, Burlington, Iowa.

MOULTON & ALBIA RAILWAY COMPANY.

2. Articles of incorporation dated June 5, 1879. Cannot give date when construction was begun. Road was completed to Moravia June 10, 1880.

3. Albia, Iowa, to Moravia, Iowa, 11.50 miles.

4. Original officers: President, William Hill; vice-president, Ephraim Cummins; secretary, L. C. Killam; treasurer, S. S. Carruthers.

Present officers: President, J. W. Blythe, Burlington, Iowa; vice-president, H. B. Scott, Burlington, Iowa; secretary and treasurer, H. E. Jarvis, Burlington, Iowa.

NEBRASKA CITY, SIDNEY & NORTHEASTERN RAILWAY COMPANY.

2. Articles of incorporation dated January 10, 1878. Construction begun July, 1878, completed December 2, 1878.

3. Hastings, Iowa, to Sidney, Iowa, 21.12 miles.

4. Original officers: President, W. L. Wilson; vice-president, A. Rood; secretary, A. F. Metelman; treasurer, J. C. Shockley.

Present officers: President, J. T. Remey, Burlington, Iowa; vice-president, W. F. McFarland, Burlington, Iowa; secretary and treasurer, H. E. Jarvis, Burlington, Iowa.

OTTUMWA & KIRKVILLE RAILWAY COMPANY.

2. Incorporated October 22, 1881. Construction begun in October, 1881, completed January, 1882.

3. From Comstock, on the Keokuk & Des Moines branch of the Chicago, Rock Island & Pacific Railway company, to Carver, near Kirkville, 3.33 miles. (From Comstock to Ottumwa, the track of the Rock Island road was used.)

4. Original officers: T. J. Potter, president; J. C. Osgood, vice-president; O. M. Ladd, secretary; W. B. Bonnifield, treasurer.

5. The Ottumwa & Kirkville road was built to gain access to the coal mines at Kirkville, which became exhausted and were abandoned in 1890. On August 4, 1890, the work of taking up the track was completed, and on November 29, 1890, the stockholders took action, dissolving the corporation.

RED OAK & ATLANTIC RAILROAD COMPANY.

2. Articles of incorporation dated May 29, 1879. Construction begun in August, 1879; completed, January 17, 1880.

3. Red Oak, Iowa, to Griswold, Iowa, 18.04 miles.

4. Original officers: J. C. Peasley, president; T. S. Howland, secretary and treasurer. Present officers: J. T. Remey, Burlington, Iowa, president; H. E. Jarvis, Burlington, Iowa, secretary and treasurer.

WESTERN IOWA RAILROAD COMPANY.

2. Incorporated September 9, 1884. Construction was begun in November, 1884, and the road was completed and opened for business August 5, 1885.

3. Fontanelle, Iowa, to Cumberland, Iowa, 20.33 miles.

4. Original officers: Lyman Cook, president; H. E. Jarvis, secretary and treasurer. Present officers: Lyman Cook, Burlington, Iowa, president; H. E. Jarvis, Burlington, Iowa, secretary and treasurer.

BURLINGTON & WESTERN RAILWAY COMPANY.

2. Articles of incorporation dated June 7, 1881. Construction of road begun July 18, 1881; opened for business as follows: Winfield to Coppack, May 7, 1882, 15.90 miles; Coppack to Brighton, August 14, 1882, 6.30 miles; Brighton to Martinsburg, November 5, 1882, 25 miles; Martinsburg to Fremont, October 14, 1883, 9.90 miles; Fremont to Oskaloosa, December 9, 1883, 13.60 miles.

3. Winfield, Iowa, to Oskaloosa, Iowa, 70.70 miles.

4. Original officers: T. W. Barhydt, president; Chas. Mason, vice-president; R. M. Green, secretary and treasurer. Present officers: T. W. Barhydt, Burlington, Iowa, president; C. P. Squires, Burlington, Iowa, vice-president, R. M. Green, Burlington, Iowa, secretary and treasurer.

5. The Burlington & Western company has running rights over the Burlington & Northwestern road from Winfield to Mediapolis, and over the Burlington, Cedar Rapids & Northern road from Mediapolis to Burlington.

BURLINGTON & NORTHWESTERN RAILWAY COMPANY.

2. Articles of incorporation dated March 3, 1875, to take effect the first Monday in April, 1875. Construction begun December, 1875; line operated for business as follows: Mediapolis to Winfield, December 10, 1876, 20.23 miles; Winfield to Crawfordville, November 17, 1879, 8.50 miles; Crawfordville to Washington, May, 1880, 10 miles.

3. Mediapolis, Iowa, to Washington, Iowa, 38.73 miles.

4. Original officers: President, Thomas Hedge; vice-president, Charles Mason; secretary and treasurer, R. M. Green.

Present officers: President, T. W. Barhydt, Burlington, Iowa; vice-president, J. T. Remy, Burlington, Iowa; secretary and treasurer, R. M. Green, Burlington, Iowa.

5. From Mediapolis to Burlington, 13.77 miles, the track of the Burlington, Cedar Rapids & Northern company is used, under lease.

CHICAGO, BURLINGTON & KANSAS CITY RAILWAY COMPANY.

This company is the outcome of consolidations and sales, under foreclosure, of the following named companies: Burlington & Southwestern Railway company; Iowa & Missouri State Line Railroad company; Fort Madison, Farmington & Western Railway company; St. Joseph & Iowa Railroad company; Lexington, Lake & Gulf Railroad company; Kansas City, St. Joseph & Burlington Railway company; Chicago, Burlington & Kansas City Railway company.

Of these companies, the three first named were organized under the laws of Iowa; and the last is the name of the present company operating the line, which is a consolidated company, in connection with the foreclosure proceedings under which the road was sold in 1880.

Memorandum as to the three Iowa companies:

BURLINGTON & SOUTHWESTERN RAILWAY COMPANY.

Articles of incorporation dated February 22, 1869. February 18, 1870, consolidated with the Iowa & Missouri State Line Railroad company, under the name of the Burlington & Southwestern Railway company. April 2, 1870, consolidated with the Fort Madison, Farmington & Western Railway company, under the name of the Burlington, Fort Madison & Southwestern Railway company. In May, 1871, it purchased the St. Joseph & Iowa railroad charter. July 12, 1871, the articles of incorporation were amended by changing the name from the Burlington, Fort Madison & Southwestern Railway company to the Burlington & Southwestern Railway company.

In 1880 the road was sold under foreclosure, and, of date February 27, 1882, it was conveyed by deed to the consolidated Chicago, Burlington & Kansas City Railway company.

The original officers of the Burlington & Southwestern Railway company were: President, Joshua Tracy; vice-president, George Schramm; treasurer, J. H. Davey; secretary, R. M. Green.

Iowa & Missouri State Line Railroad Company.—Articles of incorporation executed May 6, 1859. Some grading was done on the first 100 miles west of Farmington, but no track was ever laid by this company, and on February 18, 1870, the company was consolidated with the Burlington & Southwestern Railway company, as above stated.

We have no information as to the original officers of this company.

Ft. Madison, Farmington & Western Railway Company.—Articles of incorporation executed March 14, 1870. There is no record showing that any road was ever constructed by this company. April 2, 1870, it was consolidated with the Burlington & Southwestern Railway company, as above stated.

We have no information as to the original officers of this company.

Chicago, Burlington & Kansas City Railway Company.—The name of the corporation which now owns and operates this line is the Chicago, Burlington & Kansas City Railway company, which was incorporated in Iowa under date of

June 10, 1880, the purpose of its organization being "to purchase, own and operate the railway known as the Burlington & Southwestern railway."

Under date of August 16, 1881, there was a consolidation of the two local companies in Iowa and Missouri, formed under the foreclosure proceedings heretofore referred to, under the name of the Chicago, Burlington & Kansas City Railway company.

From Burlington to Viele the Chicago, Burlington & Kansas City company uses the track of the Keokuk & St. Paul Railway company. The section from Viele, Iowa, to Unionville, Mo., is the old main line of the Burlington & Southwestern Railway company. The section from Unionville to Laclede, Mo., is what was known as the Linneus branch of the Burlington & Southwestern railway. Both these sections were completed and in operation before the foreclosure proceedings and the incorporation of the Chicago, Burlington & Kansas City Railway company. The section from Laclede to Carrollton was built by the new company.

Dates when construction was begun and the road opened for traffic are as below:

Viele to Farmington, begun in spring of 1870, opened May 1, 1871, 18.40 miles; Farmington to Bloomfield, begun in spring of 1870, opened January 1, 1872, 40.40 miles; Bloomfield to Cincinnati, begun in spring of 1870, opened December 11, 1872, 20.20 miles; Cincinnati to Unionville, begun in spring of 1870, opened June 8, 1873, 15 miles; *Unionville to Laclede, opened September 27, 1876, 53.20 miles; Laclede to Sumner, opened July 17, 1882, 10.30 miles; Sumner to Bogard, begun October 3, 1883, opened October 17, 1884, 21.10 miles; Bogard to Carrollton, begun March, 1885, opened June 23, 1885, 7.50 miles; total, 195.10 miles; less track from Bloomfield to Moulton, leased from Wabash Railroad company, amounting to 14.11 miles, leaving a total of 180.99 miles owned.

4. Original officers: Elijah Smith, president; John W. Smith, secretary; Wm. J. Rotch, treasurer.

Present officers: W. W. Baldwin, Burlington, Iowa, president; J. C. Peasley, Chicago, Ill., vice-president and treasurer; Geo. B. Harris, Chicago, Ill., second vice-president; H. E. Jarvis, Burlington, Iowa, secretary.

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY.

This company was formed by sales and consolidations of the following named companies:

Platte County Railroad company.

Atchison & St. Joseph Railroad company.

Weston & Atchison Railroad company.

Missouri Valley Railroad company.

St. Joseph & Council Bluffs Railroad company.

Council Bluffs & St. Joseph Railroad company.

Of these, the last named company only was organized under the laws of Iowa.

The original project was to build a line from the western terminus of the Pacific railroad, in Jackson county, Mo., to the town of St. Joseph, with the privilege of extending the same to the northern boundary line of the state.

*From Unionville south, to a point three-quarters of a mile south of the north line of Sullivan county, Mo., the road was opened for traffic in October, 1873, and from Laclede north, to a point three miles north of the south line of Sullivan county, it was opened in September, 1873. The gap was completed September 27, 1876, so that the whole section between Unionville and Laclede was not opened for traffic until September 27, 1876, as above stated.

Work was begun at St. Joseph, Mo., about February 1, 1858; and on December 31, 1860, 44 miles of track were completed and in operation, probably from East Leavenworth to St. Joseph. From 1860 to 1869 nothing was done, except to extend the road from St. Joseph to Savannah, about 14 miles. There is no record of the date when this section was built; but it was in operation in 1869.

By an act approved March 23, 1863, the name of the Platte County Railroad company was changed to the Platte Country Railroad company; and, under an act approved February 18, 1865, it was sold to the Atchison & St. Joseph and Weston & Atchison Railroad companies, jointly.

Under an act dated March 8, 1867, the Atchison & St. Joseph and Weston & Atchison Railroad companies were consolidated, under the name of the Missouri Valley Railroad company, this consolidation taking in the Platte Country railroad, which had been previously sold to the two companies.

In 1869, the Missouri Valley railroad was in operation from East Leavenworth, via St. Joseph, to Savannah; and during the year ending March 31, 1870, it was extended from Savannah north to Maryville, about 30 miles, and from East Leavenworth south to Harlem, about 23 miles. In 1870, the branch was completed from Maryville to Hopkins, about 15 miles.

Council Bluffs & St. Joseph Railroad Company.—This company was incorporated in Iowa, May 18, 1858, to build from Council Bluffs to some point on the Missouri state line, to connect with a railroad from St. Joseph to said line.

St. Joseph & Council Bluffs Railroad Company.—This company was incorporated in Missouri, July 11, 1867, to build from St. Joseph northwesterly to a connection with the Council Bluffs & St. Joseph railroad, on the boundary line between Iowa and Missouri.

There is no record as to when work was begun on either the St. Joseph & Council Bluffs or Council Bluffs & St. Joseph roads; but Poor's manual for 1868-9 states that the road was opened through from St. Joseph to Council Bluffs on December 20, 1867, about 80 miles in Missouri and 50 miles in Iowa.

April 7, 1869, the Council Bluffs & St. Joseph and St. Joseph & Council Bluffs Railroad companies were consolidated, under the name of the latter company, and on May 19, 1870, the St. Joseph & Council Bluffs and Missouri Valley Railroad companies were consolidated under the name of the Kansas City, St. Joseph & Council Bluffs Railroad company.

The present mileage is as below: Harlem, Mo., to Chicago, Rock Island & Pacific crossing, Council Bluffs, 193.44 miles; main track in Kansas City, west of union depot, .44 miles; Winthrop Junction to Atchison bridge switch, 1.19 miles; Amazonia to Hopkins, 50.36 miles; Nebraska City Junction to Morison, 3.66 miles; total, 249.09 miles.

Original officers of the Kansas City, St. Joseph & Council Bluffs Railroad company: J. F. Joy, president; James Craig, vice-president; R. S. Watson, secretary and treasurer. Present officers: C. E. Perkins, Burlington, Iowa, president; J. C. Peasley, Chicago, Ill., vice-president and treasurer; Geo. B. Harris, Chicago, Ill., second vice-president; W. J. Ladd, Boston, Mass., secretary.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY.

This company is the result of various consolidations and reorganizations under foreclosure of the roads named below:

Canton & Bloomfield Railroad company.

Alexandria, Canton, La Grange & West Quincy Railroad company.

Mississippi & Missouri River Air Line Railroad company.

Mississippi Valley Railroad company.

Clarksville & Western Railroad company.

Mississippi Valley & Western Railway company.

St. Louis, Keokuk & Northwestern Railway company.

Keokuk, Iowa City & Minnesota Railroad company.

Keokuk, Mt. Pleasant & Northern Railroad company.

Keokuk & Northwestern Railroad company.

Mt. Pleasant & Keokuk Railroad company.

Of these, the six last named were organized under the laws of Iowa.

The original project was to build a line from Alexandria, Mo., to West Quincy, Mo. Subsequently a company was incorporated to build north from Hannibal, Mo., to a connection with the Hannibal & St. Joseph railroad, opposite Quincy, Ill., and later, by an amendment to its charter, to build from Hannibal south.

As an extension of this project, the Mississippi Valley & Western Railway company was incorporated in Iowa, January 26, 1871, to build from the west end of the bridge across the Mississippi river, at Keokuk, south to the state line between Iowa and Missouri. This company was consolidated January 30, 1871, with the Mississippi and Missouri River Air Line Railroad company, under the name of the former company, covering a line from the west end of the Keokuk bridge to the west end of the Quincy bridge. Work was begun in the spring of 1871 between West Quincy and Canton, and that portion of the road was finished in 1871.

January 20, 1873, the Mississippi Valley & Western Railway company, the Mississippi Valley Railroad company, and the Clarksville & Western Railroad company were consolidated, under the name of the Mississippi Valley & Western Railway company, the charter of the consolidated company covering a line from Keokuk, Iowa, to St. Charles, Mo.

April 14, 1875, the road was sold under foreclosure, and the purchasers organized a new corporation, under the name of the St. Louis, Keokuk & Northwestern Railway company, which may be called the parent company of the present system.

At this time the road was completed from Buena Vista, Iowa, on the Keokuk and Des Moines branch of the Chicago, Rock Island & Pacific railroad, to Hannibal Mo., about fifty-five miles, the track of the Rock Island road being used between Buena Vista and Keokuk; and from Hannibal to St. Peters, Mo., the road was partially graded and bridged.

The original officers of the Mississippi Valley & Western Railway company were: George H. Simpson, president; E. Pratt Buell, secretary.

The St. Louis, Keokuk & Northwestern Railway company was incorporated in Iowa May 17, 1875. The line was finished under this corporation between Keokuk, Iowa, and St. Peters, Mo., a point on the line of the Wabash railroad about thirty miles from St. Louis.

The road was completed and opened for business as below:

* West Quincy, Mo., to La Grange, Mo., opened January 31, 1871, 8 50 miles;

* The road was completed from West Quincy to La Grange, as stated above, on January 31, 1871, and from that date construction trains were run which carried passengers; but it does not appear to have been regularly opened for traffic of all kinds until it was opened to Canton, on April 5, 1871.

La Grange to Canton, Mo., opened April 5, 1871, 6.20 miles; *Canton, Mo., to Buena Vista, Iowa, opened June 24, 1872, 18.90 miles; Buena Vista to Keokuk, Iowa, opened March, 1882, 2.73 miles; West Quincy south to Hannibal, Mo., opened March 29, 1874, 17.10 miles; Hannibal to Louisiana, Mo., opened May 29, 1876, 25.30 miles; Louisiana to Clarksville, Mo., opened January 15, 1877, 9.90 miles; †Clarksville to St. Peters, Mo., opened July 31, 1879, 43.60 miles; total, 132.23 miles; less 3.87 miles of track from West Quincy to Moody, leased from the Hannibal & St. Joe Railroad company, leaving a total of 128.36 miles owned.

In June, 1887, the mortgage on this road was foreclosed, and the company was reorganized under the name of the St. Louis, Keokuk & Northwestern Railroad company.

The original officers of the St. Louis, Keokuk & Northwestern Railway company were: Geo. Edmunds, Jr., president; A. B. Stone, vice president and treasurer; H. B. Blood, secretary.

Keokuk, Iowa City & Minnesota Railroad Company.—The Keokuk & Minnesota Railroad company, incorporated May 21, 1869, to build from Keokuk, Iowa, to the north line of the state in the direction of St. Paul, and the Iowa Northern & Central Railroad company, organized to build from Mt. Pleasant to Cedar Rapids, Iowa, were consolidated December 6, 1870, under the name of the Keokuk, Iowa City & Minnesota Railroad company. This company did some grading between Keokuk and the north line of Lee county, Iowa, in the direction of Salem and Mt. Pleasant; and the partially completed work was sold under a mechanic's lien in May, 1878; and of date July 1, 1880, it was deeded to the Keokuk & Northwestern Railroad company.

Keokuk, Mt. Pleasant & Northern Railroad Company.—This company was incorporated May 3, 1879. It partially graded a road for a short distance both north and south of Mt. Pleasant, Iowa; and, of date May 26, 1881, it was consolidated with the Keokuk & Northwestern Railroad company, under the name of the latter company.

Keokuk & Northwestern Railroad Company.—This company was incorporated September 7, 1876. Of date July 1, 1880, it acquired the interest of the purchaser of the Keokuk, Iowa City & Minnesota railroad; and, of date May 26, 1881, it was consolidated with the Keokuk, Mt. Pleasant & Northern Railroad company under the name of the Keokuk & Northwestern Railroad company, as above stated.

The road was completed and opened for business between Keokuk and Mt. Pleasant, as below:

Keokuk to Charleston, ‡ opened December 14, 1880, 17.29 miles; to Donnellson, opened October 14, 1880, 4.20 miles; to Salem, opened December 22, 1880, 15.30 miles; to Mt. Pleasant, opened January 31, 1881, 11.30 miles; total, 48.09 miles.

The mortgage on this road was foreclosed in September, 1888, and of date April 29, 1889, it was conveyed by deed to the Mt. Pleasant & Keokuk Railroad company.

*Trains commenced to run regularly between West Quincy and Keokuk on June 24, 1872, the track of the Keokuk & Des Moines railroad being used from Buena Vista to Keokuk.

†At St. Peters connection was made with the Wabash for St. Louis, but the Keokuk road did not run its own trains into St. Louis until September 15, 1888.

‡The date given for Charleston is the date of the appointment of the first agent at that place. The date for Salem is that on which the first passenger train (a free excursion) was run. The track was completed to Salem December 16, 1880. The first freight shipped from Salem was on January 4, 1881.

The original officers of the Keokuk & Northwestern Railroad company were: President, R. H. Gilmore; vice-president, Edmund Jaeger; secretary, C. P. Birge; treasurer, Smith Hamill.

Mt. Pleasant & Keokuk Railroad Company—This company was incorporated April 4, 1889, and of date June 17, 1889, its property (being the old Keokuk & Northwestern railroad) was conveyed by deed to and the company was consolidated with the St. Louis, Keokuk & Northwestern Railroad company, under the name of the latter company.

The original officers of the Mt. Pleasant & Keokuk Railroad company were: President, J. W. Blythe; vice-president, H. B. Scott; secretary and treasurer, H. E. Jarvis.

St. Louis, Keokuk & Northwestern Railroad Company.—This company was incorporated in Iowa, December 3, 1887. It acquired the road from Keokuk, Iowa, to St. Peters, Mo., in January, 1888, and the road from Mt. Pleasant to Keokuk in June, 1889, as hereinbefore stated.

From 1890 to 1893, the line was extended from Cuivre Junction, about ten miles north of St. Peters, Mo., to the city of St. Louis, a distance of 48 47 miles, and was opened for business March 4, 1894, so that the present completed road extends from Mt. Pleasant, Iowa, via Keokuk, to St. Louis, Mo.

Original officers: President, W. W. Baldwin; vice-president and treasurer, J. C. Peasley; secretary, J. H. Sturgis, Jr.

Present officers: President, W. W. Baldwin, Burlington, Iowa; vice-president and treasurer, J. C. Peasley, Chicago, Ill.; second vice-president, George B. Harris, Chicago, Ill.; secretary and assistant treasurer, W. C. Maxwell, Keokuk, Iowa.

HISTORICAL STATISTICS.

St. JOSEPH, Mo., January 23, 1897.

Mr. W. W. Atinsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your circular letter of December 14, 1896, I inclose herewith a letter from our tax auditor, Mr. Mills, dated the 22d, also typewritten answers to the questions propounded in your letter, all of which I trust will be of assistance to you in preparing the historical matter referred to. Yours truly,

C. M. CARTER,
Auditor.

INFORMATION CONCERNING KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY, ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY, AND CHICAGO, BURLINGTON & KANSAS CITY RAILWAY COMPANY.

St. JOSEPH, Mo., January 23, 1897.

Mr. C. M. Carter, Auditor, Building:

DEAR SIR—Returning herewith your letter of the 17th inst., together with correspondence attached, one of which is a letter from Hon. W. W. Atinsworth, secretary board of railroad commissioners, Des Moines, Iowa, asking some questions of a historical nature for publication in his forthcoming annual report.

He desires the name of "every railroad company that now exists, or that ever has had an existence in the state of Iowa, whether the same has merged into and now forms a part of your own line, or that of some other company, or not." Concerning each he requests;

1. Name of company.
2. Time of its inauguration, and time of beginning and completion of its construction.
3. Mileage and location of the road which may have been built by such organization.
4. Names of original officers and names and postoffice addresses of present officers, if such company is now in existence.
5. Any other information which the various companies making these reports may deem of interest and value pertaining thereto.

In compliance with request of the Hon. Secretary Atinsworth, I beg to enclose herein a brief resume or history of the:

1. Kansas City, St. Joseph & Council Bluffs Railroad company.

2. Council Bluffs & Kansas City Railway company.
3. St. Louis, Keokuk & Northwestern Railroad company.

The numbers on the left hand margins thereof are precisely the same as indicated to you above, having taken from Honorable Alusworth's letter of December 11, 1896, in manner, form and number as the questions are propounded by him, and without repeating the interrogatory, we have simply given the information opposite the corresponding number upon my herein enclosures covering our three lines in Iowa, as best we can. With respect, I am

Yours truly,

GEO. N. MILLS,
Tax Auditor.

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY.

- 1-2. Organized April 7, 1869.
3. No road constructed by this company. (See account of Council Bluffs & St. Joseph railroad.)
4. No record of names of original officers.

Names and postoffice addresses of present officers: President, C. E. Perkins, Burlington, Iowa; vice-president, J. C. Peasley, Chicago, Ill; secretary, W. J. Ladd, Boston, Mass; treasurer, J. C. Peasley, Chicago, Ill; general solicitors, Spencer & Mosman, St. Joseph, Mo.; general manager, Howard Elliott, St. Joseph, Mo.; general superintendent, S. E. Crance, St. Joseph, Mo.; chief engineer, L. F. Goodale, St. Joseph, Mo.; auditor, C. M. Carter, St. Joseph, Mo.; tax auditor, Geo. N. Mills, St. Joseph, Mo.

5. This company was formerly the Council Bluffs & St. Joseph railroad company, which company was, on April 7, 1869, consolidated with the St. Joseph & Council Bluffs Railroad company (of Missouri) under name of latter company, and on May 19, 1870, the St. Joseph & Council Bluffs Railroad company and the Missouri Valley Railroad company (of Missouri) were consolidated under name of Kansas City, St. Joseph & Council Bluffs Railroad company.

The road as it now exists in Iowa extends from Council Bluffs, Iowa, south to a point on the Iowa and Missouri state line, a short distance south of Hamburg, Fremont county, Iowa. Miles of track, 54.46.

1-2. *Council Bluffs & St. Joseph Railroad Company*.—Organized May 18, 1858. No record of when construction was begun. Open for traffic December 20, 1867. (Poor's Manual 1868 and 1869.)

3. Road was constructed from Council Bluffs, Iowa, south to a point on the Iowa and Missouri state line a short distance south of Hamburg, Fremont county, Iowa. Miles of road constructed, 54.46.

4. No record of names of original officers.

5. On April 7, 1869, this road was consolidated with the St. Joseph & Council Bluffs Railroad company (of Missouri) under the name of the St. Joseph & Council Bluffs Railroad company, which company was on May 19, 1870, consolidated with the Missouri Valley Railroad company, under the name of Kansas City, St. Joseph & Council Bluffs Railroad company.

1-2. *Tarkio Valley Railroad Company*.—Incorporated March 17, 1880. Articles filed April 10, 1880.

3. This road was constructed during 1880 and 1881 and open for traffic about November 1, 1881, and extended from a point on the Missouri and Iowa state line between Atchison county, Missouri and Page county, Iowa, to a point 1.93 miles north of Northboro, Page county, Iowa. Miles constructed, 4.098.

4. No record of names of original officers. For present officers see Kansas City, St. Joseph & Council Bluffs Railroad company.

CHICAGO, BURLINGTON & KANSAS CITY RAILWAY COMPANY.

Incorporated in Iowa June 10, 1880; articles filed in Des Moines county, Iowa, August 30, 1880, and with the secretary of state of Iowa, September 3, 1880. The purpose of this company was to purchase, own and complete the railway known as the Burlington & Southwestern railway extending from Burlington, Iowa, via Viele to the line between the states of Iowa and Missouri, etc.

3. No construction of road in Iowa by this company. (See account of Burlington & Southwestern railway.)

This railway, as it now exists, extends from Burlington, Des Moines county, Iowa, via Viele, Lee county, Iowa, in a southwesterly direction through the counties of Lee, Van Buren, Davis and Appanoose to a point on the Iowa and Missouri state line near Mendota, Putnam county, Missouri, a distance of 117.81 miles; the road from Burlington, Iowa, to Viele, Iowa, a distance of 26.06 miles, is owned by the Keokuk & St. Paul Railroad company (Chicago, Burlington & Quincy Railroad company), and from Bloomfield, Davis county, Iowa, to Moulton, Appanoose county, Iowa, 14 11 miles by the Wabash Railroad company. Mileage owned by this company in Iowa, 77.64.

4. Names of original officers: President, Elijah Smith; secretary, John W. Smith; treasurer, William J. Rotch. Names and postoffice addresses of present officers: President, W. W. Baldwin, Burlington, Iowa; vice-president, J. C. Peasley, Chicago, Ill.; secretary, H. E. Jarvis, Burlington, Iowa; treasurer, J. C. Peasley, Chicago, Ill.; general solicitors, Spencer & Mosman, St. Joseph, Mo.; general manager, Howard Elliott, St. Joseph, Mo.; general superintendent, S. E. Crance, St. Joseph, Mo.; chief engineer, L. F. Goodale, St. Joseph, Mo.; auditor, C. M. Carter, St. Joseph, Mo.; tax auditor, Geo. N. Mills, St. Joseph, Mo.; superintendent of Iowa divisions, W. E. Cunningham, Hannibal, Mo.

5. The Chicago, Burlington & Kansas City Railway company in Iowa is the outcome of consolidations and sales under foreclosure of the following named companies:

Burlington & Southwestern Railway company.

Iowa & Missouri State Line Railroad company.

Ft. Madison, Farmington & Western Railway company.

On February 27, 1882, Elijah Smith, trustee, conveyed to this company all the property, rights and franchises of the Burlington & Southwestern Railway company, which road had been consolidated with the Iowa & Missouri State Line Railroad company, on February 18, 1870, and with the Ft. Madison, Farmington & Western Railway company, April 2, 1870, under the name of Burlington & Southwestern Railway company.

1-2. *The Burlington & Southwestern Railway Company.*—Incorporated in Iowa February 22, 1869; construction begun in the spring of 1870; opened for traffic by sections, covering a period from May 1, 1871, to June 8, 1873.

3. Miles of road constructed in Iowa, 77.64; location of same—from Viele, Lee county, Iowa, in a southwesterly direction through the counties of Lee, Van Buren, Davis and Appanoose to a point on the Iowa and Missouri state line near Mendota, Putnam county, Mo.

4. No record of names of original officers

5. On February 18, 1870, this road was consolidated with the Iowa & Missouri State Line Railroad company, under the name of the Burlington & Southwestern Railway company; April 2, 1870, consolidated with the Ft. Madison, Farmington & Western Railway company, under the name of the Burlington,

Ft. Madison & Southwestern railway. July 12, 1871, the name of the consolidated companies was changed from the Burlington, Ft. Madison & Southwestern Railway company to the Burlington & Southwestern Railway company.

This road was sold under foreclosure and deeded to Elijah Smith, trustee, November 27, 1880, who, by deed dated February 27, 1882, conveyed to the Chicago, Burlington & Kansas City Railway company, all the property, rights and franchises of this railway acquired by him through foreclosure proceedings

1-2. *Iowa & Missouri State Line Railroad Company*.—Incorporated May 6, 1859; articles filed with the secretary of the state of Iowa, July 28, 1859.

3. Some grading was done by this company on the first 100 miles west of Farmington, Van Buren county, Iowa; no record of further construction.

4. No record of names of original officers.

5. On February 18, 1870, this company was consolidated with the Burlington & Southwestern Railway company, under the name of the latter.

1-2. *Ft. Madison, Farmington & Western Railroad Company*.—Incorporated March 14, 1870; articles filed with the secretary of Iowa, April 8, 1870.

3. No record of any construction by this company.

4. No record of names of original officers.

5. Consolidated April 2, 1870, with the Burlington & Southwestern Railway company, under the name of the Burlington, Ft. Madison & Southwestern Railway company, which name was changed on July 12, 1871, to the Burlington & Southwestern Railway company.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY.

1-2. Incorporated in Iowa, December 3, 1887, to purchase, build, maintain and operate a line or lines of railroad as follows: Commencing at Mt. Pleasant, Henry county, Iowa, thence by way of Keokuk, Iowa, to the city of St. Louis, Mo., etc.

3. No construction in Iowa by this company. (See Keokuk & Northwestern Railway company, Keokuk, Mt. Pleasant & Northern Company and St. Louis, Keokuk & Northwestern Railway company.)

4. Original officers: President, W. W. Baldwin; vice-president and treasurer, J. C. Peasley; general auditor, J. L. Lathrop; auditor, assistant treasurer and secretary, J. H. Sturgis, Jr.; assistant secretary, H. E. Jarvis; superintendent, C. M. Levey; general freight and passenger agent, Howard Elliott. Names and postoffice addresses of present officers: President, W. W. Baldwin, Burlington, Iowa; vice-president, J. C. Peasley, Chicago, Ill.; secretary, W. C. Maxwell, Keokuk, Iowa; treasurer, J. C. Peasley, Chicago, Ill.; general solicitors, Spencer & Mosman, St. Joseph, Mo.; general manager, Howard Elliott, St. Joseph, Mo.; general superintendent, S. E. Crance, St. Joseph, Mo.; chief engineer, L. F. Goodale, St. Joseph, Mo.; auditor, C. M. Carter, St. Joseph, Mo.; tax auditor, Geo. N. Mills, St. Joseph, Mo.

5. This company is the result of various consolidations and reorganizations under foreclosures of the following named companies: St. Louis, Keokuk & Northwestern Railway company, Keokuk, Iowa City & Minnesota Railroad company, Keokuk, Mt. Pleasant & Northern Railroad company, Keokuk & Northwestern Railroad company, Mt. Pleasant & Keokuk Railroad company, Mississippi Valley & Western Railroad company.

This road as it now exists in Iowa extends from Mt. Pleasant, Henry county, Iowa, to Keokuk, Lee county, Iowa, 48.01 miles, and from Keokuk, southwesterly to the Des Moines river bridge (spanning the Des Moines river between Lee

county, Iowa, and Clark county, Mo.), 3.05 miles; total mileage in Iowa, 51.06 miles.

1-2. *St. Louis, Keokuk & Northwestern Company*.—Incorporated in Iowa, May 17, 1875, with authority to build and operate a road from Keokuk, Lee county, Iowa, to St. Louis, Mo., etc.

3. Construction by the company was as follows: Under contract with A. B. Stone the road was constructed from the south line of Henry county, Iowa, to to Mt. Pleasant, Iowa, in the year 1880, and open for traffic January 31, 1881. Miles constructed, 14.25; also from Keokuk, Lee county, southwest to Buena Vista, Lee county, Iowa, 2.73 miles; open for traffic March 18, 1882.

4. Names of original officers: President, Geo. Edmunds, Jr.; vice-president and treasurer, Andrus B. Stone; auditor and secretary, Henry B. Blood.

5. On January 7, 1888, this road was deeded to the St. Louis, Keokuk & Northwestern Railroad company.

1-2. *Keokuk & Northwestern Railroad Company*.—Organized September 7, 1876.

3. Road was constructed from Keokuk, Lee county, Iowa, to the north line of Lee county and opened for traffic during the year 1880.

4. Names of original officers: President, R. H. Gilmore; vice-president, Edmund Jaeger; secretary, C. P. Birge; treasurer, Smith Hamill.

5. Consolidated May 26, 1881, with the Keokuk, Mt. Pleasant & Northern Railroad company, under name of Keokuk & Northwestern Railroad company, and on April 29, 1889, passed into the possession of the Mt. Pleasant & Keokuk Railroad company.

1-2. *Keokuk, Mt. Pleasant & Northern Railroad Company*.—Incorporated May 3, 1879.

3. Some grading was done by this company for a short distance both north and south of Mt. Pleasant, Henry county, Iowa. No record of further construction.

4. Names of original officers: President, James Harlan; secretary, William McCoy; treasurer, H. S. Clark.

5. On May 26, 1881, this company was consolidated with the Keokuk & Northwestern Railroad company, under name of latter.

1-2. *Mt. Pleasant & Keokuk Railroad Company*.—Incorporated in Iowa April 14, 1889.

3. No construction by this company.

4. No record of names of original officers.

5. On April 29, 1889, this company by deed acquired the Keokuk & Northwestern Railroad company (Keokuk to north line of Lee county, Iowa), and under date of June 2, 1889, was consolidated with the St. Louis, Keokuk & Northwestern Railroad company, under name of latter.

1-2. *Mississippi Valley & Western Railway Company*.—Incorporated in Iowa January 26, 1871.

3. No construction in Iowa by this company.

4. No record of names of original officers.

5. On January 13, 1871, this company was consolidated with the Mississippi & Missouri Air Line Railroad company (of Missouri), under name of Mississippi Valley & Western Railway company. Road was sold under foreclosure April 14, 1875, to A. B. Stone, who, on June 22, 1875, deeded same to the St. Louis, Keokuk & Northwestern Railway company.

1-2. *Keokuk, Iowa & Minnesota Railroad Company*.—Incorporated May 21, 1869.

3. Some grading was done between Keokuk, Iowa, and the north line of Lee county, but no further construction.

4. No record of names of original officers.

5. This road was the result of the consolidation under date of May 21, 1869, of the Keokuk & Minnesota Railroad company, incorporated May 21, 1869, to build from Keokuk to the north line of Iowa, and the Iowa Northern Railroad company, organized to build from Mt. Pleasant to Cedar Rapids, Iowa. On July 1, 1880, this company was consolidated with the Keokuk & Northwestern Railroad company.

CHICAGO, FT. MADISON & DES MOINES RAILWAY COMPANY.

FORT MADISON, Iowa, March 1, 1897.

W. W. Ainsworth, Esq., Secretary Iowa Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I requested of the only party whom I thought could give me the information, data for which to make up statement for you, but so far have been unable to obtain it. Original company built forty miles which was called the Ft. Madison & Northwestern. This went into the hands of a receiver and the property was sold to this company. Present company was then formed and line extended thirty-one miles further.

Yours truly,

E. F. POTTER,

Vice-President and General Manager.

CHICAGO, MILWAUKEE & ST. PAUL.

DUBUQUE & M'GREGOR RAILWAY COMPANY.

Incorporated January 15, 1868.

Officers: Platt Smith, president; J. M. McKinlay, secretary.

Name changed January 22, 1869, to Dubuque & Minnesota Railway company.

Line of road: From Dubuque northerly along the Mississippi river to Rome Junction, in Houston county, Minn.

Commenced construction in 1870.

Name changed January 4, 1871, to Chicago, Dubuque & Minnesota Railroad company.

CHICAGO, DUBUQUE & MINNESOTA RAILROAD COMPANY.

Officers: J. K. Graves, president; Peter Kiene, Jr., secretary.

Completed from Dubuque to McGregor in November, 1871; to Harper's Ferry in March, 1872; to La Crescent in October, 1872; and from Turkey River Junction to Elkport in 1872.

Mortgage foreclosed and road conveyed to the Dubuque and Minnesota Railroad company September 20, 1877.

DUBUQUE & MINNESOTA RAILROAD COMPANY.

Incorporated August 15, 1877.

Officers: James F. Joy, president; John N. Denison, secretary.

Acquired the railroad of the Chicago, Dubuque & Minnesota Railroad company September 20, 1877.

Built from Elkport to Wadena, 29.60 miles, in 1877.

Consolidated March 1, 1878, with the Clinton & Dubuque Railroad company, under name of Chicago, Clinton, Dubuque & Minnesota Railroad company.

DUBUQUE, BELLEVUE & MISSISSIPPI RAILROAD COMPANY.

Incorporated January 1, 1870.

Officers: William Vandever, president; Charles Barroll, secretary.

Name changed to Chicago, Clinton & Dubuque Railroad company, October 5, 1871.

CHICAGO, CLINTON & DUBUQUE RAILROAD COMPANY.

Officers: J. K. Graves, president; Peter Kiene, Jr., secretary.

Line of road: From Dubuque southerly along the Mississippi river to Clinton, in Clinton county—60 miles.

Construction commenced in 1871, completed to Midland Junction in 1872.

Mortgage foreclosed, and the road conveyed to the Clinton & Dubuque Railroad company on September 20, 1877.

CLINTON & DUBUQUE RAILROAD COMPANY.

Incorporated August 15, 1877.

Officers: James F. Joy, president; John N. Denison, secretary.

Acquired property of the Chicago, Clinton & Dubuque Railroad company, September 20, 1877.

Built no road.

Consolidated March 1, 1878, with the Dubuque & Minnesota Railroad company under the name of the Chicago, Clinton, Dubuque & Minnesota Railroad company.

WAUKON & MISSISSIPPI RAILROAD COMPANY.

Incorporated in 1875.

Officers: C. D. Beeman, president; C. S. Stillwell, secretary.

Line of road: Waukon to the Mississippi river, 23 miles.

At the last election of officers in May, 1882, S. S. Merrill was chosen president and P. M. Myers secretary.

WAUKON & MISSISSIPPI RAILROAD GUARANTY COMPANY.

Incorporated September 26, 1876, to build road of the Waukon & Mississippi Railroad company.

Officers: D. W. Adams, president; Martin Stone, secretary.

Date of commencement of construction unknown; completed to the Mississippi river in October, 1877.

The property of the railroad company and the Railroad Guaranty company was conveyed to the Chicago, Clinton, Dubuque & Minnesota Railroad company June 29, 1880.

At last election of officers, May 10, 1882, S. S. Merrill was chosen president, and P. M. Myers, secretary.

CHICAGO, BELLEVUE, CASCADE & WESTERN RAILWAY COMPANY.

Incorporated August 4, 1877.

Officers: J. Kelso, president; S. S. Simpson, secretary.

Line of road: From Bellevue, in Jackson county, to Cascade, in Dubuque county, 35.6 miles.

Construction commenced in 1878 and completed in 1879.

Property conveyed to the Chicago, Clinton, Dubuque & Minnesota Railroad company June 29, 1880.

At the last election of officers, November 23, 1881, S. S. Merrill was chosen president and P. M. Myers, secretary.

CHICAGO, CLINTON, DUBUQUE & MINNESOTA RAILROAD COMPANY.

Officers: James F. Joy, president; John N. Denison, secretary.

Consolidation March 1, 1871, of the Clinton & Dubuque and Dubuque & Minnesota Railroad companies.

Line of road: From Rome Junction, in Houston county, Minn., southerly along the Mississippi river to Midland Junction, Clinton county, Iowa, 170 miles; and branch from Turkey River Junction to Wadena, 43.9 miles.

Acquired Cascade branch and Waukon branch, in Iowa, and Preston branch in Minnesota in June, 1880; built from Midland Junction to Clinton in 1880; and on October 19, 1880, conveyed its railroad to the Chicago, Milwaukee & St. Paul Railway company. Built from Wadena to West Union, 13.61 miles, in 1882, and conveyed to St. Paul company.

At last election of officers in May, 1882, Alexander Mitchell was elected president and P. M. Myers secretary.

DAVENPORT & ST. PAUL RAILROAD COMPANY.

Organized May 27, 1868, to build from Davenport, Iowa, to St. Paul, Minn.

Officers: President, ———; secretary, W. A. Heath.

Date of commencement of construction unknown.

Built from Davenport to Delaware in 1872, 90 miles; from Eldridge to Maquoketa in 1872, 32 miles; from Delaware to Fayette in 1873, 39 miles.

Sold under foreclosure of mortgage March 23, 1876, and purchased by Rutten & Bonn.

Have never been able to find the records of this company.

DAVENPORT & NORTHWESTERN RAILWAY COMPANY.

Organized June 19, 1876, to take over the property of the Davenport & St. Paul Railroad company.

Officers: President, L. H. Meyer; secretary, Arnold Marcus.

Rutten & Bonn conveyed to it, December 1, 1876, the property of the Davenport & St. Paul Railroad company, purchased by them March 23, 1876.

Sold and conveyed its property to the Chicago, Milwaukee & St. Paul Railway company July 1, 1879, and the last named company completed the road from Fayette to Jackson Junction, 25 miles, in 1880.

At last election of officers, October 11, 1877, L. H. Meyer was chosen president, and Arnold Marcus secretary.

DUBUQUE WESTERN RAILROAD COMPANY.

Incorporated September 7, 1855.

Officers: President, Lincoln Clark; secretary, Henry A. Wiltse.

Line of road: "From some point in the city of Dubuque westerly on the best route."

Commenced construction at Farley; completed at Anamosa, 32 miles; date unknown.

Conveyed under foreclosure of mortgage, April 30, 1861, to the Dubuque Marion & Western Railroad company.

Have never been able to find the records of this company.

DUBUQUE, MARION & WESTERN RAILROAD COMPANY.

Organized November 17, 1859.

Officers: President, Edward Stimson; secretary, H. Gelpcke.

Line of road: From Anamosa to Marion.

Acquired property of the Dubuque Western Railroad company, April 30, 1861.

Constructed road from Anamosa to Springville, ten miles.

Mortgage foreclosed, and property conveyed to Dubuque Southwestern Railway company, June 22, 1863.

DURUQUE SOUTHWESTERN RAILWAY COMPANY.

Incorporated May 19, 1863, to acquire the Dubuque, Marion & Western railroad, and extend the same to Cedar Rapids, Iowa.

Officers: President, J. P. Farley; secretary, Louis Boisot.

Acquired title to road from Farley to Springville, June 23, 1863; completed road from Springville to Marion in 1864; to Cedar Rapids in 1865.

Conveyed its property to the Chicago, Milwaukee & St Paul Railway company, February 22, 1881.

At the last election of officers, April 2, 1882, S. S. Merrill was chosen president, and P. M. Myers, secretary.

MILWAUKEE, CHICAGO, CASSVILLE & MONTANA RAILWAY COMPANY.

Incorporated May 22, 1871, to "build from Milwaukee and Chicago to Helena, Mont., with branches."

Officers: President, Elias H. Williams; secretary, W. D. Crooke.

Construction commenced in 1871, between Beulah and Elkader.

Conveyed its property, March 23, 1872, to the Iowa Eastern Railroad company.

IOWA EASTERN RAILROAD COMPANY.

Incorporated February 9, 1872, to construct a railroad from McGregor, in Clayton county, to Des Moines.

Officers: President, E. H. Williams; secretary, W. M. Denman.

Acquired the property of the Milwaukee, Chicago, Cassville & Montana Railway company, March 23, 1872, and completed road to Stulta, 14 miles, in 1872.

Sold under foreclosure of mechanic's lien, and purchased by Wm. Larrabee, February 24, 1880, and conveyed by him to the Chicago, Milwaukee & St. Paul Railway company, March 30, 1882. Road extended to Elkader, 5 miles, by last named company in 1886.

M'GREGOR WESTERN RAILWAY COMPANY.

Organized January 19, 1863, "for the purpose of constructing, owning and operating railroads and branches, extending westerly or northwesterly, from the Mississippi river at or near McGregor, in the state of Iowa.

Officers: Geo. Greene, president; H. B. Whitehouse, secretary.

Authorized by state of Minnesota, February 24, 1866, to connect with the Minnesota Central Railroad at Austin, and to build and operate railroads in Minnesota.

Construction commenced, date unknown. Completed from McGregor to Cresco, 62 miles, in 1866; Cresco to Rose Creek, 42 miles, in 1867; Rose Creek to Owatonna, 41 miles, in 1867.

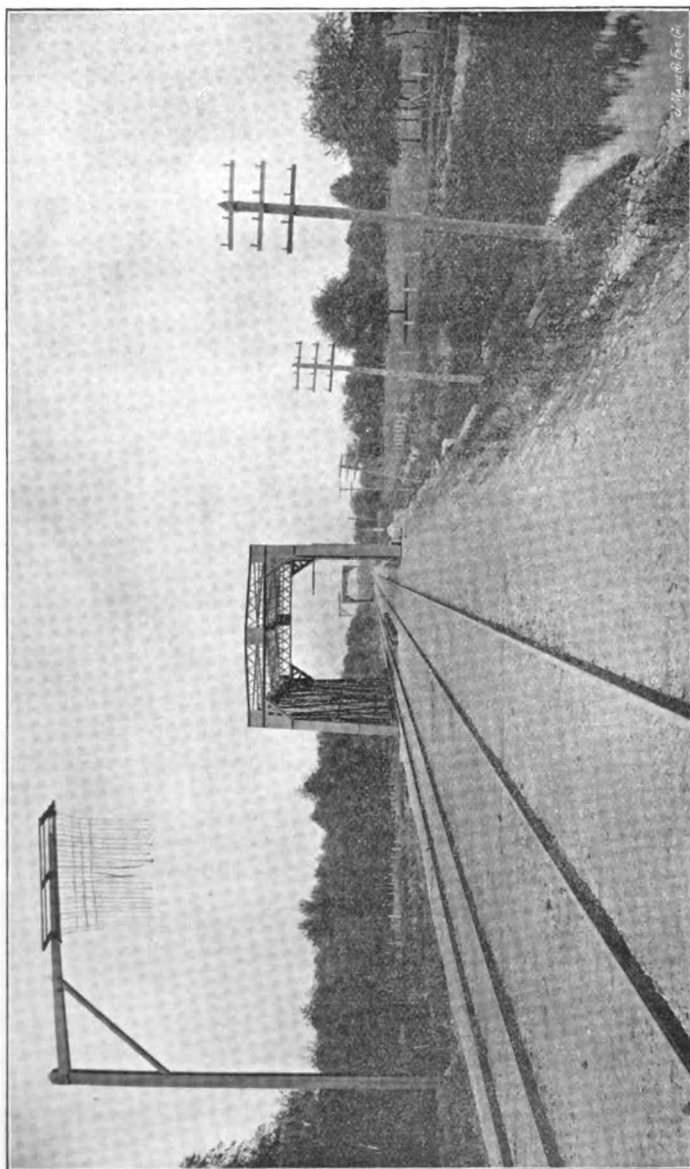
Purchased Minnesota Central Railroad from Owatonna to St. Paul and Minneapolis, June 22, 1867.

Conveyed entire line from McGregor to St. Paul and Minneapolis, August 5, 1867, to Milwaukee & St. Paul Railway company.

At last election of officers, June 20, 1867, George Greene was chosen president and Geo. Crooke, secretary.

M'GREGOR & SIOUX CITY RAILWAY COMPANY.

Incorporated December 10, 1867, "for the purpose of owning, constructing and operating roads, railroads, bridges, ferries and ferry-boats, storehouses,



CHICAGO & NORTH-WESTERN RAILWAY.
Double Track.

freight houses, warehouses and elevators in the state of Iowa, and for the purpose of buying, holding, owning, selling or improving lands in said state of Iowa.

Officers: Russell Sage, president; Geo. Crooke, secretary.

Construction commenced at Calmar in 1868; completed to Clear Lake, 84 miles, in 1869.

Name changed October 7, 1869, to McGregor & Missouri River Railway company.

Built from Clear Lake to Algona, 42 miles, in 1870.

Conveys its railroad to the Milwaukee & St. Paul Railway company by deeds dated May 1, 1869, and February 1, 1870.

The road from Algona to Chamberlain was built by the Chicago, Milwaukee & St. Paul Railway company, 1878-1881.

***MASON CITY & MINNESOTA RAILWAY COMPANY.**

Organized in 1870, to build from Mason City to the Minnesota state line at Lyle, 29 miles.

Officers: Russell Sage, president; J. M. Bokee, assistant secretary.

Road completed in 1870 and conveyed to the Milwaukee & St. Paul Railway company, January 9, 1871.

SABULA, ACKLEY & DAKOTA RAILWAY COMPANY.

Incorporated February 10, 1870, to build from Sabula to Marion, and thence westerly.

Officers: R. D. Stephens, president; S. W. Rathbun, secretary.

Construction commenced at Sabula in 1870; completed to Preston, 20 miles, in 1870; from Preston to Delmar, 13 miles, in 1870; from Delmar to Marion, 54 miles, in 1872.

Conveys its property to Milwaukee & St. Paul Railway company, July 2, 1872; extended from Marion to Council Bluffs by last named company, 260 miles in 1881-2.

SIoux CITY & PEmBINA RAILWAY COMPANY.

Incorporated in Iowa, September 8, 1872, and in Dakota Territory January 29, 1876, to construct a railroad from Sioux City northward to Pembina or to some other point in the valley of the Red River of the North.

Officers: W. W. Walker, president; John Cleghorn, secretary.

Consolidated with the Dakota Southern Railroad company, a corporation of Dakota Territory, August 30, 1879, under name of Sioux City & Dakota Railroad company.

Built from Davis Junction to Portlandville in 1876; from Portlandville to Beloit in 1878; from Beloit to Sioux Falls in 1878.

Consolidated with Dakota Southern Railway company, September 12, 1879.

SIoux CITY & DAKOTA RAILWAY COMPANY.

A consolidation of the Dakota Southern Railroad company with the Sioux City & Pembina Railway company, September 12, 1879.

Officers: C. G. Wicker, president; J. R. Hanson, secretary.

Line of road: Sioux City to Yankton; Davis Junction to Sioux Falls.

*Have never been able to find the records of this company.

Built from Sioux City to Vermillion, 34 miles, in 1872; from Vermillion to Yankton, 26 miles, 1873; from Davis Junction northward, as given under head of Sioux City & Pembina Railway company.

Conveyed its railroad to the Chicago, Milwaukee & St. Paul Railway company, February 22, 1881.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

THE MISSISSIPPI & MISSOURI RAILROAD COMPANY.

Incorporated under the laws of Iowa, February 1, 1853. Construction was commenced in 1855. In 1866 the line was sold under a decree of foreclosure to the Chicago, Rock Island & Pacific Railroad Company of Iowa; a corporation organized to purchase and continue the construction of the line to the Missouri river. At this time the road was completed from Davenport to Kellogg, Iowa, and from Wilton Junction to Washington, Iowa; in all, about 180 miles.

The original officers of the company were: President, John A. Dix, New York; vice-president, Wm. B. Ogden, Illinois; secretary, John E. Henry, Iowa; treasurer, A. C. Flagg, New York.

THE CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY OF IOWA

Incorporated under the laws of Iowa, May 28, 1866; the purpose of organization being to purchase and continue the construction of the Mississippi & Missouri railroad.

The first officers were: President, John F. Tracy, Illinois; secretary, Ebenezer Cook, Iowa; treasurer, Edward W. Dunham, New York.

On August 20, 1866, the Chicago & Rock Island Railroad company, a corporation organized under the laws of Illinois, owning a railroad extending from Chicago to the Mississippi river opposite Davenport, and the Chicago, Rock Island & Pacific Railroad company, of Iowa, were consolidated by virtue of the laws of the states of Illinois and Iowa, the corporate name of the new company being the Chicago, Rock Island & Pacific Railroad company. This company continued the construction of the lines commenced by the Mississippi & Missouri Railroad company, completing the line to Council Bluffs, Iowa, in 1869 and to Knoxville, Iowa, in 1876.

The first officers were: President, John F. Tracy, Illinois; secretary, Francis H. Tows, New York; treasurer, E. W. Dunham, New York.

On the 12th day of May, 1869, there was incorporated under the laws of Iowa, a corporation known as the Chicago & Southwestern Railway company. On the 25th day of September, 1869, by virtue of the laws of the states of Iowa and Missouri, this company, together with one of the same name, organized under the laws of the state of Missouri, were consolidated without change of name. This company constructed a line from Washington, Iowa, to the Missouri river opposite Leavenworth, Kan., the line being completed in 1871.

The first officers were: President, F. H. Winston, Illinois; vice-president, J. N. Burns, Missouri; secretary, H. M. Allen, Missouri; treasurer, N. P. Ogden, Missouri.

THE DES MOINES, INDIANOLA & MISSOURI RAILROAD COMPANY.

Incorporated under the laws of Iowa, April 30, 1869, the purpose being the construction of a road from Des Moines, Iowa, to Indianola, Iowa, the construction of which was originally contemplated by the Iowa & Minnesota Railroad company. The road was constructed in 1871.

The first officers were: President, F. R. West, Iowa; vice-president, Geo. E. Griffith, Iowa; secretary, L. P. Sherman, Iowa.

The Des Moines, Winterset & Southwestern Railroad company constructed a line from Somerset, Iowa, a station on the Des Moines, Indianola & Missouri railroad, to Winterset, Iowa, in 1872.

THE IOWA SOUTHERN & MISSOURI NORTHERN RAILROAD COMPANY.

Incorporated under the laws of Iowa, August 29, 1876, the purpose being the purchase and operation of the Chicago & Southwestern railway, the Des Moines, Indianola & Missouri railroad, and the Des Moines, Winterset & Southwestern railroad.

The first officers were: President, F. H. Griggs, Iowa; secretary, J. L. Drew, Iowa; treasurer, F. H. Tows, New York,

THE NEWTON & MONROE RAILROAD COMPANY.

Incorporated under the laws of Iowa, August 4, 1877, the purpose being the purchase and operation of the property of the Iowa, Minnesota & Northern Pacific railroad, the last named company having constructed a road from Newton, Iowa, to Monroe, Iowa, a distance of seventeen miles.

The first officers were: President, F. H. Griggs, Iowa; secretary, D. S. Couch, Iowa.

THE ATLANTIC & AUDUBON RAILROAD COMPANY.

Incorporated under the laws of Iowa, June 11, 1878, and constructed a line from Atlantic, Iowa, to Audubon, Iowa, a distance of about twenty-five miles, in 1878.

The first officers were: President, A. Kimball, Iowa; secretary, J. L. Drew, Iowa; treasurer, H. F. Royce, Iowa.

THE ATLANTIC SOUTHERN RAILROAD COMPANY.

Incorporated under the laws of Iowa, August 27, 1879, and constructed a line from Atlantic, Iowa, to Griswold, Iowa, a distance of about fifteen miles, in 1879 and 1880.

THE AVOCA, MACEDONIA & SOUTHWESTERN RAILROAD COMPANY.

Incorporated under the laws of Iowa, October 27, 1879, and constructed a line from Avoca, Iowa, to Carson, Iowa, a distance of about seventeen miles, in 1879 and 1880.

The first officers were: President, John T. Baldwin, Iowa; secretary, S. S. Stevens, Iowa; treasurer, M. E. Smith.

On the 2d day of June, 1880, pursuant to the general laws of the states of Illinois and Iowa, articles of consolidation were entered into between the Chicago, Rock Island & Pacific Railroad company, the Iowa Southern & Missouri Northern Railroad company, the Newton & Monroe Railroad company, the Atlantic Southern Railroad company, the Avoca, Macedonia & Southwestern Railroad company, and the Atlantic & Audubon Railroad company, whereby was created a corporation known as the Chicago, Rock Island & Pacific Railway company, with a mileage of 1,064 miles of main track.

The first officers were: President, Hugh Riddle, Illinois; vice-presidents, David Dows, New York, and R. B. Cable, Illinois; secretary and treasurer, F. H. Tows, New York.

THE AVOCA, HARLAN & NORTHERN RAILROAD COMPANY.

Incorporated under the laws of Iowa, June 15, 1878, and constructed a line from Avoca, Iowa, to Harlan, Iowa, a distance of about 12 miles, in 1878.

The first officers were: President, Thos. McDonald, Iowa; secretary, Platt Wicks, Iowa; treasurer, C. J. Wyland, Iowa.

THE GUTHRIE & NORTHWESTERN RAILROAD COMPANY.

Incorporated under the laws of Iowa, October 4, 1879, and constructed a line from Menlo, Iowa, to Guthrie Center, Iowa, a distance of about 15 miles, in 1879 and 1880.

The first officers were: President, Chas. Ashton, Iowa; secretary, Ira P. Wetmore, Iowa; treasurer, T. G. Young, Iowa.

The last two companies have been acquired by and are now a part of the Chicago, Rock Island & Pacific Railway company.

Since the organization of the Chicago, Rock Island & Pacific Railway company, lines constructed by other companies in the states of Missouri, Nebraska, Kansas, Colorado, and Oklahoma and Indian territories have been acquired, making the total mileage owned by the company to this date 2,880.70.

THE KEOKUK, FORT DES MOINES & MINNESOTA RAILROAD COMPANY.

Organized November 30, 1853. Name was changed to Des Moines Valley Railroad company June 3, 1864.

This company constructed a road from Keokuk, Iowa, to Fort Dodge, Iowa, a distance of about 251 miles. I am unable to say at what date construction was commenced or completed. I am aware from personal knowledge that the road was completed to Des Moines in the fall of 1866.

On November 10, 1873, the road was sold under a decree of foreclosure, that portion from Keokuk to Des Moines being purchased by the Keokuk & Des Moines Railway company, and that portion from Des Moines to Fort Dodge by the Des Moines & Fort Dodge Railroad company. The last mentioned company, in 1882 constructed an extension from Tara, Iowa, to Ruthven, Iowa, a distance of about 55 miles. The railroad owned by these companies is now operated under lease by the Chicago, Rock Island & Pacific Railway company; the former since October 1, 1878; the latter since January 1, 1887.

RAILROADS IN THE STATE OF IOWA OWNED AND OPERATED BY THE CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

LINE OF RAILROAD.	MILES.	CONSTRUCTION.		BUILT BY.	DATE OF ORGANIZATION.	NAMES OF FIRST OFFICERS.	DATE OF MERGING INTO C. & N.-W. RY. CO.
		First section.	Complete.				
Clinton to Cedar Rapids.....	81.53	1887	1889	Chicago, Iowa & Nebraska railroad.	January 26, 1886	Chas. Walker, president. Robt. H. Nelson, secretary. Thos. T. Davis, treasurer.	July 1, 1884
Cedar Rapids to Missouri River... and Clinton to Lyons.	271.60	1881	1887	Cedar Rapids & Missouri River railroad.	June 14, 1889	L. B. Crocker, president. W. W. Walker, secretary. John Wear, treasurer.	July 2, 1884
Maple River Junction to Kingsley.	2.60	1870	1870	Maple River Railroad company.	June 10, 1876	Horace Williams, president. Henry V. Ferguson, secretary. David T. Kimball, treasurer.	July 3, 1884
Lyons to Anamosa.	181.02	1877	1883	Iowa Midland Railroad company.	March 2, 1870	W. T. Shaw, president. Robt. J. J. Spence, secretary. W. F. Coan, treasurer.	October 24, 1884
Des Moines to point near Jewell Junction.....	70.97	1871	1871	Des Moines & Minnesota Railroad company. Name changed to Des Moines & Minneapolis Railroad company, July 5, 1877.	August 1, 1870	T. M. Cassidy, president. Royt Sherman, secretary. B. E. Allen, treasurer.	October 24, 1884
Stanwood to Tipton.....	57.34	1874	1878	Stanwood & Tipton Railway company.	July 31, 1872	Albert Keep, president. J. B. Redfield, secretary. M. M. Kirkman, treasurer.	October 24, 1884
Boone to Coal Banks.....	8.50	1872	1872	Iowa Railway, Coal & Manufacturing company.	August 18, 1873	Chas. A. Sherman, president. J. W. Barnhart, secretary. T. N. Canfield, treasurer.	November 2, 1887
Carroll to Kirkman..... and—Manning to Audubon.....	24.81	1881	1881	Iowa Southwestern Railway company.	June 18, 1880	Albert Keep, president. J. B. Redfield, secretary. M. M. Kirkman, treasurer.	October 24, 1884
	17.00	1883	1883				

RAILROADS IN THE STATE OF IOWA, ETC.—CONTINUED.

LINE OF RAIL-ROAD.	MILES.	CONSTRUCTION.		BUILT BY.	DATE OF ORGANIZATION.	NAMES OF FIRST OFFICERS.	DATE OF MERGING INTO C. & N.-W. RY. CO.
		First sec	Complete.				
Belle Plaine to Muchakinock....	64	1884	1884	Ottumwa, Cedar Falls & St. Paul Railway company.	July 2, 1883	E. N. Saunders, president. H. Y. Smith, secretary. E. N. Saunders, treasurer.	October 24, 1884
Mapleton to Onawa.	20.70	1886	1886	Maple Valley Railway company.	April 9, 1886	Marvin Hughitt, president. J. B. Redfield, secretary. M. M. Kirkman, treasurer.	May 4, 1887
Kingsley to Moville	9	1887	1887	Sioux Valley Railway company.	January 13, 1887	Marvin Hughitt, president. J. B. Redfield, secretary. M. M. Kirkman, treasurer.	November 2, 1887
Out off near Cedar Rapids.....	5.96	1887	1887	Linn County Railway company.	October 30, 1886	Marvin Hughitt, president. J. B. Redfield, secretary. M. M. Kirkman, treasurer.	November 2, 1887
Tama to point near Wall Lake.....	143.48	1880	1886	Toledo & Northwestern Railway company.	June 15, 1889	Leander Clark, president. J. G. Safely, secretary. Henry Galley, treasurer.	June 6, 1890
Point near Jewell	97.17						
Junc. to Elmore and—Eagle Grove to Hardswarden.....	143.20						
Total.....	1,163.12						

SIOUX CITY & PACIFIC RAILROAD COMPANY.

Organized August 1, 1864.

First officers: John I. Blair, president; W. W. Hamilton, secretary and treasurer.

Line within the state of Iowa: California Junction to Sioux City, commenced, 1867, completed, 1868, 69.50 miles; California Junction to Missouri Valley, commenced, 1867, completed, 1867, 5.84 miles;* California Junction to Nebraska state line, commenced, 1869, completed, 1869, 5.13 miles; total, 80.47.

Present officers: Marvin Hughitt, president; M. L. Sykes, vice-president; M. M. Kirkman, treasurer; J. B. Redfield, secretary.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA.

1. Total mileage within the state, 74.54 miles, as follows: Line from Minnesota state line to Le Mars, 56 miles; track in the city of Sioux City, 1.10 miles; total, 57.10 miles.

These lines were built in 1872 by the

SIOUX CITY & ST. PAUL RAILROAD COMPANY.

Organized December 1, 1865.

First officers: J. C. C. Haskins, president; N. C. Hudson, secretary.

Sold September 1, 1879, to the

ST. PAUL & SIOUX CITY RAILROAD COMPANY.

Organized April 8, 1869.

First officers: E. F. Drake, president; H. Thompson, treasurer; G. A. Hamilton, secretary.

Present officers: Marvin Hughitt, president; M. L. Sykes, treasurer; E. E. Woodman, secretary.

2 Line from Minnesota state line to Doon, 17.44 miles.

Built in 1879 by the

WORTHINGTON & SIOUX FALLS RAILROAD COMPANY.

Organized May 9, 1876.

Officers: Horace Thompson, president; G. A. Hamilton, secretary.

The above company had, on July 18, 1879, acquired all the property of the

WORTHINGTON & SIOUX FALLS RAILROAD COMPANY OF IOWA.

Organized May 17, 1879.

First officers: Horace Thompson, president and treasurer; G. A. Hamilton, secretary.

The latter company laid no track.

This road was sold in 1879 to the St. Paul & Sioux City Railroad company, above referred to.

On May 9, 1881, the lines above described were conveyed by the St. Paul & Sioux City Railroad company to the

* This line (5.84 miles) built by the Cedar Rapids & Missouri River railroad, purchased July 31, 1871, by the Sioux City & Pacific Railroad company.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY.

Organized May 25, 1880.

First officers: H. H. Porter, president; R. P. Flower, treasurer; C. W. Porter, secretary.

CHICAGO GREAT WESTERN RAILWAY.

St. PAUL, Minn., December 22, 1893.

W. W. Ainsworth, Esq., Secretary Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR—As requested in your letter of December 14th to Mr. A. B. Stickney, president of this company, I send you herewith a statement showing the name of each company that has been merged into and now forms a part of this line, and showing time of its organization and year in which each part of the line was constructed.

I am unable to give you the date of the articles of incorporation of the Dubuque & Northwestern Railway company, but as it is a corporation of your state, you will be able to get that information in the office of the secretary of state at Des Moines without much trouble.

I am unable to give you the names of the officers of the different companies which are shown in blank on the attached statement, for the reason that the record books of the company are not in my possession. Yours truly,

R. C. WRIGHT,
Secretary.

NAME OF COMPANY.	STATE IN WHICH CO. WAS INCORPORATED.	DATE OF INCORPORATION.	RAILROAD CONSTRUCTED IN IOWA.			
			FROM—	TO—	Miles.	Opening year.
a Dubuque & Dakota Railroad Co.*.....	Iowa	April 11, 1878..	Sumner, Iowa....	Hampton, Iowa ..	63.95	1879
Wisconsin, Iowa & Nebraska Railway Co..	Iowa	Dec. 1, 1881..	Des Moines, Iowa	Waterloo, Iowa..	103.84	1883
Wisconsin, Iowa & Nebraska Railway Co..	.....	.....	Wilson's Junct'n.	Cedar Falls	7.18	1884
Wisconsin, Iowa & Nebraska Railway Co..	.....	.....	Valeria	Oswalt	3.20	1883
b Minnesota & Northwestern Railroad Co.	Minnesota	March 4, 1854..	Lyle	Manly Junction..	19.80	1885
Minnesota & Northwestern Railroad Co.	.....	.....	Taopl	Near Thorpe.....	22.88	1886
c Dubuque & Northwestern Railway Co.	Iowa .....	.....	Dubuque	Durango	8.00	1885
Dubuque & Northwestern Railway Co. ....	.....	.....	Durango	Near Thorpe.....	42.00	1886
d Chicago, St. Paul & Kansas City R'y Co..	Iowa	May 25, 1886..	Waterloo.....	Oelwein	26.49	1886
Chicago, St. Paul & Kansas City R'y Co..	.....	.....	Des Moines.....	Near Athelstan..	97.79	1887
Total mileage in Iowa now owned by Chicago Great Western R'y Co..	.....	.....	.....	.....	465.43	
e Chicago Great Western Railway	Illinois....	Jan. 5, 1892..	Above lines by deed .....	.....	465.43	1892

* This company acquired title to the grade of the Iowa Pacific railroad from Fayette Junction, Fayette county, through Bremer, Butler, Franklin and Wright counties to Belmond, in the latter county.

ORIGINAL OFFICERS.			PRESENT OFFICERS.		
PRESIDENT.	SECRETARY	TREASURER.	PRESIDENT.	SECRETARY.	TREASURER.
a H. L. Stout.... Dubuque.	E. E. Graves ... Dubuque.	R. E. Graves ...	M D. Flower. St. Paul.	C. H. Booth..... Dubuque.	C. H. Booth.
b.....			A. B. Stickney St. Paul.	R. O. Wight..... St. Paul.	W. B. Bend, St. Paul.
c.....			Geo. B. Burch Dubuque.		
d A. Oppenheim	M. O. Woodruff.	M. O. Woodruff	A. Oppenheim St. Paul.	M. O. Woodruff. Dubuque.	W. B. Bend, St. Paul.
eBa'm'ndDuPay	R. O. Wight.....	R. O. Wight.....	A. B. Stickney St. Paul.	R. O. Wight..... St. Paul.	C. O. Kalman, St. Paul.

DES MOINES NORTHERN & WESTERN.

DES MOINES WESTERN RAILWAY COMPANY.

At the court house in Adel, Iowa, on the 5th day of August 1871, delegates and citizens from the towns of Waukee, Adel, Redfield, and Panora convened and adopted articles of incorporation of the above named company, and elected its officers as follows: S. S. Harmon, of Redfield, president; E. W. Willard, of Adel, vice-president; J. E. Williams, of Adel, secretary, and T. Roberts, of Panora, treasurer.

The object of the incorporation was stated to be to build a railroad from the city of Des Moines westward by way of Waukee, Adel, Redfield and Panora, thence to the Missouri river.

That part of the road between Waukee and Panora was located in 1871 and during the years 1872 and 1873 considerable grading was done between those two points. But on or about the first day of January 1875 the roadbed was sold on execution, and became the property of T. R. North.

DES MOINES, ADEL & WESTERN RAILROAD COMPANY.

On the third day of April, 1875, a corporation known as the Des Moines, Adel & Western Railroad company was organized at Adel. Its officers were: T. R. Foster, president; J. B. Brenton, vice-president; J. M. Landis, secretary, and J. W. Russell, treasurer. Mr. North sold his interest in the road-bed to A. J. Lyons, T. R. Foster and J. B. Brenton, and on the fourteenth day of April, 1875, the Des Moines, Adel & Western Railroad company purchased of these men the road-bed, franchises, subsidies, etc., and thereby succeeded to all of the rights of the Des Moines Western Railway company.

Sometime during the year 1878 the company finished the construction of a narrow gauge railroad from Waukee to the east bank of the Raccoon river at Adel, being a distance of about seven miles, and commenced operating the road with one engine and small equipment.

In the latter part of December, 1879 the road was extended from Adel to Panora, a distance of twenty-two miles, and officered at the time of completion by T. J. Caldwell, president; J. S. Runnels, secretary and F. M. Hubbell, treasurer.

DES MOINES NORTHWESTERN RAILWAY COMPANY.

On September 27th, 1880 the name of the company was changed to the Des Moines Northwestern Railway company. On the eighth of December, 1880, a contract was made with the Wabash, St. Louis & Pacific Railway company and the Narrow Gauge Construction company for the extension of its railroad to Spirit Lake, Iowa.

This company leased its railroad to the Wabash, St. Louis & Pacific Railway company on the twenty-eighth of February, 1881 and during that year the road was extended from Panora to Lohrville, a distance of forty-three and one-half miles. In January, 1882 the Des Moines Northwestern Railway company purchased from the St. Louis, Des Moines & Northern Railway company that part of the road between Waukee and Clive, and a one-half interest in the road from Clive to west Twenty-eighth street in Des Moines, and on or about the first day of November, 1882, completed the extension of the road from Lohrville to Fonda, a distance of twenty-six and two-thirds miles.

At this time, November, 1882, the Des Moines Northwestern Railway company owned the undivided one-half of the road from West Twenty-eighth street in Des Moines, to Clive, and the entire interest of the road from Clive to Fonda.

About the first of June, 1884, the Wabash, St. Louis & Pacific Railway company, lessee, having become embarrassed, its property went into the hands of a receiver and proceedings were commenced to foreclose the mortgage on this road. The foreclosure was had in 1887, and J. S. Polk and F. M. Hubbell were the purchasers of the road at the sale of the master in chancery.

DES MOINES & NORTHWESTERN RAILWAY COMPANY.

The articles of incorporation of this company were adopted October 3d, 1887, with the following named persons as officers of the company: F. M. Hubbell, president; G. M. Dodge, vice-president, and J. S. Polk, secretary and treasurer. The possession and control of the railroad were turned over to the company at that time, pending perfection of the title to the property.

On the 10th day of January, 1888, Messrs. Polk & Hubbell, having become the owners of the railroad, conveyed it to the above named company.

That part of the track between Des Moines & Clive was changed about the month of January, 1890, to a three rail track, to accommodate both a narrow gauge and a standard gauge railroad.

On September 6, 1891, the road from Clive to Fonda was widened to standard gauge, and on December 14, 1891, was consolidated with the railroad then owned by the Des Moines & Northern Railway company, being the undivided one-half of the road from Des Moines to Clive, and the entire road from Clive to Boone. The name of the consolidated company was

DES MOINES, NORTHERN & WESTERN RAILWAY COMPANY.

This company owned the entire road from Des Moines to Fonda, with a branch from Clive to Boone, Iowa. Its first officers were F. M. Hubbell, president; F. C. Hubbell, first vice president; E. P. Pratt, second vice-president; R. L. Chase, secretary, and H. D. Thompson, treasurer.

In December, 1894, the mortgage on the Des Moines, Northern & Western railway was foreclosed and the road sold to F. M. Hubbell, F. C. Hubbell and G. M. Dodge, as a purchasing committee, who afterward conveyed the road to the

DES MOINES, NORTHERN & WESTERN RAILROAD COMPANY.

This company was organized on the 1st day of January, 1895, with the following officers, to-wit: F. M. Hubbell, president; F. C. Hubbell, first vice-president; H. D. Thompson, second vice-president; A. N. Denman, secretary; H. D. Thompson, treasurer; F. C. Hubbell, superintendent; J. N. Tittlemore, general passenger and freight agent; W. J. Souder, auditor, and A. B. Cummins, general counsel.

The address of all of these officers is Des Moines, Iowa, and they are now the present officers and managers of the company

ST. LOUIS, DES MOINES & NORTHERN RAILWAY COMPANY.

This company was organized on April 4, 1881, with the following officers, viz: J. S. Clarkson, president; J. S. Runnells, vice-president; J. S. Polk, secretary, and F. M. Hubbell, treasurer.

The road between Des Moines and Waukee was completed in December, 1881. On January 23, 1882, that portion of the road between Clive and Waukee and the undivided one-half of the road between Clive and Des Moines was sold and conveyed to the Des Moines Northwestern Railway company.

The road between Clive and Boone was completed August 8, 1882. Proceedings for foreclosure were commenced in 1889, and the property was transferred by judicial sale to the

DES MOINES & NORTHERN RAILWAY COMPANY.

This company was organized on the nineteenth day of November, 1889, with the following officers, viz: G. M. Dodge, president; J. T. Granger, secretary; R. L. Chase, treasurer, and L. M. Martin, general manager.

On the fourteenth day of December, 1891, the Des Moines & Northern Railway company, then owning an undivided one half interest in the road from Des Moines to Clive, and the entire road from Clive to Boone was consolidated with the Des Moines & Northwestern Railway company, which company owned the entire road from Clive to Fonda. The name of the consolidated company was the Des Moines, Northern & Western Railway company.

DES MOINES UNION RAILWAY COMPANY.

A meeting was held in Des Moines, Iowa, on the 10th day of December, 1884, for the purpose of organizing a union depot and railroad company to be operated in and around the city of Des Moines, in pursuance of a contract entered into on the 2d day of January, 1882, by and between the Des Moines & St. Louis Railroad company, the Des Moines Northwestern Railway company, the St. Louis,

Des Moines & Northern Railway company, G. M. Dodge, James F. How, and James F. How, trustee.

There were present, G. M. Dodge, who appeared for himself and in the interests of the St. Louis, Des Moines & Northern Railway company; J. S. Polk and F. M. Hubbell, who appeared for the Des Moines Northwestern Railway company; and J. S. Runnells and C. F. Meek, who appeared for the Des Moines & St. Louis Railroad company, as well as for James F. How as trustee, and in his individual capacity.

Articles of incorporation of the company were adopted authorizing the company to continue in business for a period of fifty years from and after December 5, 1884.

The first officers of the company were, G. M. Dodge, president; James F. How, vice-president; F. M. Hubbell, secretary and treasurer.

The Des Moines Union Railway company purchased from the parties above represented as organizers of the company, the right of way, track and franchises from the easterly limits of the city of Des Moines to its westerly limits, being a distance of four miles. Since then it has from time to time built extensions from the main track, viz: from near West Twelfth street, south to the Raccoon river, with an extension from this branch easterly across Ninth street, thence in a northerly and southerly direction parallel with Ninth street; also extensions from the main track on the east side of the river to the starch works, the stock yards, the packing house and the malt house.

The present officers of the company are, F. C. Hubbell, president; A. B. Cummins, vice-president; F. M. Hubbell, secretary; H. D. Thompson, treasurer; J. A. Wagner, superintendent; E. G. Mitchell, auditor; W. H. Whittaker, master mechanic.

DUBUQUE & SIOUX CITY.

DUBUQUE & PACIFIC RAILROAD COMPANY.

Organized April 28, 1853.

Articles of incorporation amended November 24, 1856.

The road, as projected, was to run from Dubuque, Iowa, westerly on the most direct line to the Pacific ocean. The first portion of the road, Dubuque to Dyersville, thirty miles, was placed under contract September 1, 1855, and opened for business May 11, 1857.

Contracts were made for the building of the road from Dyersville to Cedar Falls, 68.75 miles, October 9, 1856, and from Cedar Falls to Fort Dodge, 92.50 miles, March 38, 1857. On January 1, 1858, the road from Dyersville to Nottingham, ten miles, was opened for business.

On August 21, 1860, the Dubuque & Pacific railroad was conveyed to the Dubuque & Sioux City Railroad company under decree of foreclosure.

The original officers of the Dubuque & Pacific Railroad company were: President, J. P. Farley; treasurer, F. S. Jesup; chief engineer, B. B. Proovost; secretary, H. P. Leech; solicitor, Platt Smith.

DUBUQUE & SIOUX CITY RAILROAD COMPANY.

Organized August 1, 1860, for the purpose of acquiring the rights, privileges and property of the Dubuque & Pacific Railroad company, and completing the section of the road to Sioux City.

On August 21, 1860, the Dubuque & Pacific railroad was conveyed to the Dubuque & Sioux City Railroad company, and on September 1, 1860, the provisional board of directors took possession of the eighty miles of road of the Dubuque & Pacific Railroad company.

In 1861 the road was extended, and on the 1st of April, 1861, completed to Cedar Falls.

In 1863 contract was let for the grading and bridging of the road from Cedar Falls to Iowa Falls, 44 miles, and work commenced in October of that year.

On June 1, 1865, the road was opened to New Hartford; to Parkersburg June 26th; to Aplington August 2d, and to Ackley October 19th, making total length of road in operation in 1865, 132 miles.

The road was completed to Iowa Falls June 1, 1866, leased to the Illinois Central Railroad company for 20 years from October 1, 1867, and in perpetuity at the option of the Illinois Central Railroad company; released to the Illinois Central Railroad company March 15, 1888, to the end of the chartered existence of the Dubuque & Sioux City Railroad company.

Names of original officers: Herman Gelpcke, president; James M. McKinlay, secretary; C. H. Booth, treasurer.

Names of present officers: Stuyvesant Fish, president, Chicago; J. C. Welling, vice-president, Chicago; E. O. Woodruff, second vice-president, Elizabeth, N. J.; E. T. H. Gibson, treasurer, New York; A. G. Hackstaff, secretary, New York; C. H. Booth, assistant secretary and assistant treasurer, Dubuque; J. T. Harahan, general manager, Chicago; J. F. Titus, local treasurer, Chicago; J. C. Welling, comptroller, Chicago.

CEDAR FALLS & MINNESOTA RAILROAD COMPANY.

Incorporated April 1, 1858, to construct, operate, and maintain a railway from Cedar Falls, Iowa, to the southern line of Minnesota, a distance of about 76 miles.

In 1863 contract was made for building that portion of the road from Cedar Falls to Waverly, 14 miles. This section appears to have been completed during 1865.

To secure the entire construction of the road, lease was made September 22, 1866, to the Dubuque & Sioux City Railroad company.

The Cedar Falls & Minnesota railroad was extended to Charles City in 1868, and to Mona and the state line in December, 1869.

The road was sold under foreclosure June 1, 1896, and afterwards acquired by the Dubuque & Sioux City Railroad company.

Names of original officers: President, Charles L. Frost; general manager, Platt Smith; secretary, Louis Boisot.

IOWA FALLS & SIOUX CITY RAILROAD COMPANY.

Incorporated October 1, 1867, for the purpose of constructing, operating and maintaining a railroad from Iowa Falls to the Missouri river or some point of junction with the Sioux City & Pacific railroad.

On January 7, 1868, the Iowa Falls & Sioux City Railroad company acquired the right of way and franchises of the Dubuque & Sioux City Railroad company west of Iowa Falls, and proceeded to build the road from Iowa Falls to Sioux City, 183.69 miles. The road from Iowa Falls to Fort Dodge, 48.69 miles, was completed August 16, 1869, and from Fort Dodge to Sioux City, 135 miles, on October 10, 1870.

On August 10, 1869, the Iowa Falls & Sioux City railroad was leased to the Illinois Central Railroad company.

In October, 1888, it was consolidated with the Dubuque & Sioux City Railroad company.

Names of original officers: John I. Blair, president; Platt Smith, vice-president; Wm. W. Walker, treasurer; Joseph Herod, secretary.

CHEROKEE & DAKOTA RAILROAD COMPANY.

Incorporated July 5, 1887, for the purpose of constructing, maintaining, and operating a steam railroad southwestwardly and northwestwardly, from Cherokee, Cherokee county, Iowa, through Iowa and into Nebraska, Minnesota and Dakota, and such branches thereto as may be determined upon by the company. Construction commenced July 18, 1887, and the road was completed December 19, 1887, between Cherokee and Onawa, 59.10 miles, and between Cherokee and Sioux Falls, S. D., 96.48 miles.

It was consolidated with the Dubuque & Sioux City Railroad company October, 1888.

Names of original officers: W. J. Knight, president; W. R. Polmyer, secretary; Hy. De Wolf, treasurer.

CEDAR RAPIDS & CHICAGO RAILROAD COMPANY.

Incorporated June 28, 1896, for the construction, equipment and operation of a railroad from Cedar Rapids, Iowa to Chicago, Ill.

Construction commenced July 25, 1887, from Cedar Rapids, in the direction of Manchester, Iowa, and the line was finished to that point, 41.85 miles in January, 1888.

The Cedar Rapids & Chicago Railroad company was consolidated with the Dubuque & Sioux City Railroad company in October, 1888.

Names of original officers: J. B. Young, president; Horace Harding, vice-president; F. A. Simmons, secretary; Geo. Hedges, treasurer.

HUMESTON & SHENANDOAH RAILROAD COMPANY.

2-3. Incorporated February 12, 1881. Construction began April, 1881, and line was completed from Humeston to Shenandoah, 112.53 miles, November 18, 1882.

4. Original officers: Jas F. How, president; W. W. Baldwin, treasurer; F. O. Wyatt, secretary and general manager.

The road was sold March 30, 1896, and since May 1, 1896, has been operated by the Humeston & Shenandoah Railway company.

IOWA CENTRAL.

ELDORA RAILROAD & COAL COMPANY.

Date organized, 1866.

Date of beginning of construction, 1866.

Date of completion of construction, July, 1868.

ileage and location of road built: Eldora to Ackley, Iowa, seventeen miles.



Names of original officers: President, C. C. Gilman; secretary, James M. McKinlay; treasurer, J. K. Graves.

REMARKS.—The line was built to handle the coal output of the then newly discovered fields at Eldora, Iowa, and as an outlet the railroad company was to use the Dubuque & Sioux City railroad at Ackley, Iowa, but this company passing into the hands of the Illinois Central railroad by lease, and they ignoring the existing arrangements, a new outlet became a necessity, and it was decided to extend the line twenty-seven miles south to connect with the Chicago & North-Western at Marshalltown. To do this a reorganization was necessary, which was accomplished in August, 1868, and a new company was formed, called the Iowa River Railway company, which purchased the franchises and property of the Eldora Railroad & Coal company, and then separated the companies into the Eldora Coal Mining company and the Iowa River Railway company.

THE IOWA RIVER RAILWAY COMPANY.

Date organized, August, 1868.

Date of beginning of construction, 1868.

Date of completion of construction, December, 1869; opened January 7, 1870.

Mileage and location of road built: Eldora to Marshalltown, Iowa, twenty-seven miles.

Names of original officers: President, C. C. Gilman; vice-president, Thomas Kensett; secretary, Charles Collins; treasurer, R. A. Babbage.

REMARKS.—About this time a new enterprise, called the Iowa & Minnesota Railroad company, was organized to build a line from Des Moines northward, paralleling the Iowa River Railway company, about eighteen miles apart. To avert its construction there was organized, under the auspices of the Iowa River Railway company, a company called the St. Louis & St. Paul Railway company, to build a line from Ackley to the Minnesota state line, via Hampton, Mason City and Northwood. This company completed the grading on about twenty-three miles of its projected line.

Simultaneously, another north and south line was projected, called the Iowa Central railroad, starting from the Missouri line in Appanoose county and running north through Albia, Oakaloosa and Grinnell, and then northeast through Toledo and Cedar Falls, to the Minnesota line. This company graded sixty miles on the south end of its line.

Satisfactory arrangements having been made by these three companies, it was decided to consolidate their lines, prospective or otherwise, into a single trunk line crossing the state from north to south. In June, 1870, a meeting was held in Marshalltown for this purpose, and the new company was organized, called:

~~the~~

THE CENTRAL RAILROAD COMPANY OF IOWA.

Date organized, June, 1870.

Date of beginning of construction, 1870.

Date opened, February 7, 1871.

Mileage and location of road built: Muchakinoek branch, 1.5 miles; Marshalltown to Albia, 81 miles; Ackley to Mason City, 44 miles.

Names of original officers: C. C. Gilman, president; W. H. Severs, vice-president; W. B. Shattuck, treasurer; Chas. Collins, secretary.

Date of beginning of construction, August 1, 1871.

Date of completion of construction, October 10, 1871.

Mileage and location of road built: Mason City to Northwood, 20.73 miles.

REMARKS.—The line built by this company was constructed by a corporation formed under the Iowa laws, known as the Iowa Valley Construction company, which was fostered by the Central Railroad Company of Iowa, to build lines shown, with the exception of the line from Mason City to Northwood and the Muchakinoch branch, which were built by the railroad company proper.

Through default of interest on its first and second mortgage bonds, J. B. Grinnell, of Grinnell, Iowa, was appointed receiver in 1873. To succeed, after foreclosure sale, the

CENTRAL IOWA RAILWAY COMPANY

Was organized June 4, 1879.

Date of beginning of construction: Reorganization of the Central Railroad Company of Iowa.

Date of completion of construction: Reorganization of Central Railroad Company of Iowa.

Date opened: Reorganization of Central Railroad Company of Iowa.

Names of original officers: Isaac M. Cate, president; Russell Sage, vice-president; D. N. Pickering, superintendent; Chas. Alexander, secretary; G. E. Taintor, assistant secretary.

REMARKS.—The following companies were merged into the Central Iowa Railway company by purchase, on dates shown:

CENTERVILLE, MORAVIA & ALBIA RAILROAD.

Built in 1880 as a branch of the Missouri, Iowa & Nebraska Railroad. Leased to the Wabash in October, 1880, and upon the disintegration of the Wabash system in 1885, was turned over to a committee of bondholders. Runs from Albia to Centerville, 24.1 miles.

Bondholders' committee: Russell Sage, H. M. Gebhard, T. M. Opdyke, New York; Seth Zug, treasurer; E. S. Benson, auditor, Marshalltown.

ALBIA & CENTERVILLE RAILWAY.

A reorganization of the Centerville, Moravia & Albia Railroad was made under the name of the Albia & Centerville Railway company. Date of reorganization, April 1, 1890; took possession July 1, 1890.

The Iowa Central now operates the road and runs its trains through from Oskaloosa via Albia to Centerville, furnishing everything.

Directors: Russell Sage, John P. Munn, J. J. Slocum, W. H. Gebhard, C. H. Ackert, F. M. Drake.

President, F. M. Drake; treasurer, Seth Zug; secretary, E. S. Benson.

IOWA CENTRAL & NORTHWESTERN RAILROAD.

Date of organization, January, 1880.

Date of beginning of construction February, 1881.

Date of completion of construction, March, 1881.

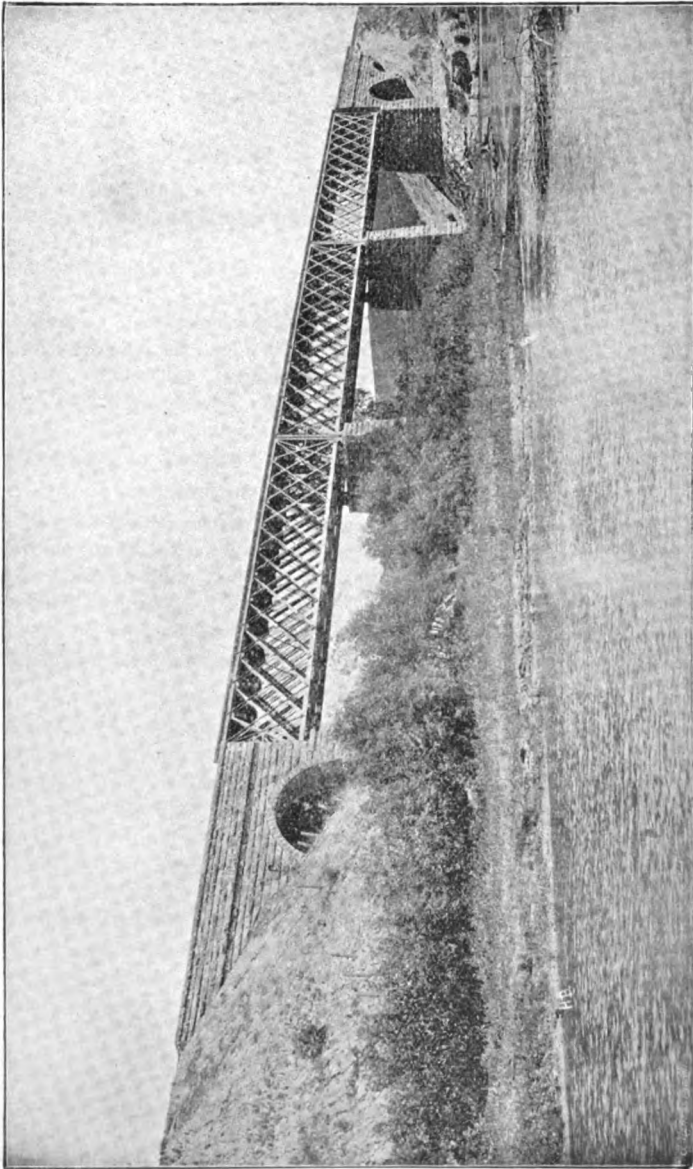
Mileage and location of road built, Minerva Junction to Story City, 35 miles; Hampton to Belmond, 22 miles.

REMARKS.—Purchased by Central Iowa Railway company March 1, 1882.

GRINNELL & MONTEZUMA RAILROAD COMPANY.

Date of organization, January, 1880.

Name changed to Keithsburg, Grinnell & Dakota Railway company, February 1882.



CHICAGO & NORTH-WESTERN RAILWAY.
'Coon River Bridge.

KEITHSBURG, GRINNELL & DAKOTA RAILWAY COMPANY.

Date of organization, February 11, 1880.

Date of beginning of construction, February, 1880.

Date of completion of construction, March, 1881.

Mileage and location of road built, Grinnell and Montezuma Junction to Montezuma, 13 miles; Newburg to State Center, 27 miles.

REMARKS.—Purchased by Central Iowa Railway company, January 1, 1882.

CHICAGO, BURLINGTON & PACIFIC RAILROAD COMPANY.

Mileage and location of road built: New Sharon to Newton, 28 miles; Oskaloosa to Mississippi river, 98 miles.

REMARKS.—Purchased by the Central Iowa Railway company, April 1, 1882. All of above companies were owned and controlled by the Central Iowa Railway company at the time the Central Iowa railway went into receiver's hands on December 1, 1886. Line passed out of receiver's hands on the organization of the

IOWA CENTRAL RAILWAY COMPANY.

Date of organization, May 15, 1889.

Date of beginning of construction, reorganization of company.

Date of completion of construction, reorganization of company.

Date opened, reorganization of company.

Names of original officers: A. B. Stickney, president; Russell Sage, vice-president; E. L. Dudley, general manager; Seth Zug, treasurer; M. C. Healion, auditor; A. B. Plough, general freight agent; C. H. Ackert, purchasing agent and secretary; J. G. Johnson, assistant superintendent; J. P. Nourse, general passenger and ticket agent; M. C. Wheeler, master mechanic; E. E. Carver, master car builder; G. A. Pruden, chief engineer; A. C. Daly, general solicitor; P. F. Narey, superintendent of bridges and buildings.

Present officers: Russell Sage, president, New York; E. E. Chase, vice-president, New York; L. M. Martin, general manager, Marshalltown; Geo. R. Morse, treasurer and secretary, New York; T. I. Wasson, general auditor, Marshalltown; E. C. Palmer, general freight agent, Marshalltown; S. M. Rogers, purchasing agent, Marshalltown; C. W. Huntington, general superintendent, Marshalltown; T. P. Barry, general passenger agent, Marshalltown; B. Reiley, master mechanic, Marshalltown; C. W. McMeekin, chief engineer, Marshalltown; A. C. Daly, general solicitor, Marshalltown; M. M. Garvey, superintendent of bridges and buildings, Marshalltown.

IOWA NORTHERN RAILWAY.

Organized February 7, 1882.

Began construction at once.

Construction completed between Colfax and Valeria in July, 1885.

Mileage, 6.93.

Original officers: Board of directors, S. H. Galusha, Newton, Iowa; J. B. Eyerly, Newton, Iowa; S. C. Cook, Newton, Iowa; G. W. Harlan, Newton, Iowa; C. E. Taylor, Newton, Iowa; president, S. H. Galusha; vice-president, S. C. Cook; secretary, C. E. Taylor; treasurer, George W. Harlan.

The present officers are: President, J. S. Wylie, Davenport, Iowa; vice-president, F. H. Griggs, Davenport, Iowa; secretary and treasurer, George A. Goodrich, Colfax, Iowa.

Our line is only for coal purposes, doing no regular freighting business. Have connection at Colfax with the Chicago, Rock Island & Pacific railway, and at Valeria with the Chicago Great Western railway.

KEOKUK, Iowa, December 16, 1896.

Board of Railroad Commissioners, W. W. Atsworth, Secretary, Des Moines, Iowa:

DEAR SIR—Replying to your circular letter of December 14th, about different railway organizations in Iowa, I beg to say that owing to the Wabash system having control of this road from 1880 to 1885 many of the original records can not be produced, as they were never returned by the Wabash company. The following, I think, will answer the purposes of your circular, and you may be able to get something more out of the earlier volumes of Poor's Manual. The following pertains to the

KEOKUK & WESTERN RAILROAD COMPANY.

Consolidation May, 1870, of the Alexandria & Nebraska City and the Iowa Southern Railroad companies, the former chartered in 1857 as Alexandria & Bloomfield Railroad company, and name changed to Alexandria & Nebraska City Railroad company in 1866, and the latter organized under the general railroad law of Iowa in same year; opened from Alexandria, Mo., to Centerville, Iowa, in 1873; to Corydon, 1879; to Van Wert, 1881.

In 1872 the name of the road was changed, I think, to Missouri, Iowa & Nebraska; F. M. Drake, president, and C. W. Bowen secretary.

About 1878 a line was built from Alexandria, Mo., to Keokuk, Iowa, under franchises owned jointly by the Missouri, Iowa & Nebraska and St. Louis, Keokuk & Northwestern. The Missouri, Iowa & Nebraska went into the hands of the Wabash, St. Louis & Pacific October 1, 1880; default of interest made in 1884. Thomas Thatcher appointed receiver July 1, 1885; October, 1886, reorganized by the purchase at foreclosure sale and organized Keokuk & Western Railroad company. F. T. Hughes, president; G. H. Candee, vice-president; J. F. Howell, secretary.

DES MOINES & KANSAS CITY RAILWAY COMPANY.

This company, formerly known as the Des Moines, Osceola & Southern, with various changes of officials and ownership, was purchased by the Keokuk & Western Railroad company December 5, 1895.

President, Thomas DeWitt Cuyler; vice-president, A. C. Goodrich; secretary, J. F. Elder.

MASON CITY & FORT DODGE RAILROAD COMPANY.

Time of organization, May 23, 1881.

Time of beginning construction, October, 1885.

Time of completion of construction, November, 1886.

Location and mileage: Built, from Mason City to Lehigh, via Fort Dodge, eighty-eight miles, all in Iowa; acquired, from Fort Dodge Coal company, 1886, from Carbon Junction to Coalville, four miles, all in Iowa.

Original officers, 1881: President, J. F. Duncombe; vice-president, G. R. Miller; secretary, W. R. Lamareaux; assistant secretary, H. I. Smith; treasurer, L. Blanden; assistant treasurer, T. G. Emsley.

Present officers, and addresses: President, M. C. Healion, St. Paul, Minn.; vice-president, Hamilton Browne, Boone, Iowa; secretary and treasurer, S. T. Meservey, Fort Dodge, Iowa; superintendent, E. S. Hitchins, Fort Dodge, Iowa; auditor, David McCay, Fort Dodge, Iowa; general freight and passenger agent, S. D. Parkhurst, Fort Dodge, Iowa.

MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY.

THE MINNESOTA & IOWA SOUTHERN RAILROAD COMPANY

was incorporated on the 1st day of May, 1878. It was an Iowa corporation, and by the articles of incorporation the following persons are named as officers:

President, David Secor; vice-president, J. Thompson; treasurer, William Larson; secretary, J. W. Mahoney.

The articles of incorporation were filed in the office of the secretary of state of Iowa, July 13, 1885.

THE FORT DODGE & FORT RIDGELY RAILROAD & TELEGRAPH COMPANY

was incorporated under the laws of the state of Iowa, July 3, 1876. The articles of incorporation were filed in the office of the secretary of state of Iowa on July 22, 1876.

President, W. H. Brown; vice-president, George W. Bassett; secretary, Gus T. Peterson.

We think prior to 1881 this company constructed a line of railroad from Fort Dodge, Webster county, to Livermore, Humboldt county, but are not certain; information filed in the office of the secretary of state of Iowa will tell.

Shortly after the incorporation of the Fort Dodge & Fort Ridgely Railroad & Telegraph company, its name was changed to the Fort Dodge & Fort Ridgely Railroad company. On April 20, 1881, the Minnesota & Iowa Southern and Fort Dodge & Fort Ridgely Railroad companies were consolidated with two Minnesota corporations, the Minneapolis & Duluth Railroad company and the Minneapolis & St. Louis Railway company, the name of the consolidated company being the Minneapolis & St. Louis Railway Company of Minnesota and Iowa. The property of the last named company was sold under a foreclosure in October, 1894, and all that portion of the line within the state of Iowa, and extending from Angus, Boone county, to the state line between the states of Minnesota and Iowa, was reorganized on the 9th day of January, 1895, by the name of the Minneapolis & St. Louis Railroad & Telegraph company of Iowa. That portion of the line of the Minneapolis & St. Louis Railway company lying within the state line of the state of Minnesota was reorganized under the laws of the state of Minnesota, by the name of the Minneapolis & St. Louis Railroad company, and on the 1st day of February, 1895, articles of consolidation were entered into between the Minneapolis & St. Louis Railroad company, a corporation of the state of Minnesota, and the Minneapolis & St. Louis Railroad & Telegraph Company of Iowa, the name of the reorganized company being the Minneapolis & St. Louis Railroad company. The articles of consolidation are on file in the office of the secretary of state of Iowa.

OMAHA & ST. LOUIS RAILWAY.

The road, extending from Council Bluffs, Iowa, to Pattonsburg, Mo., was built by a corporation, the style of which was the Council Bluffs & St. Louis Railway company. It was promoted and built by the St. Louis, Kansas City & Northern railway, a Missouri corporation, and either leased by or consolidated with the St. Louis, Kansas City & Northern. The St. Louis, Kansas City & Northern became the Wabash, St. Louis & Pacific Railway company, a corporation existing under the laws of the states of Missouri, Illinois, Indiana and Ohio, now known as the Wabash Railroad company.

The various officers of the above named companies from the time the road was built in 1879 to the 7th of March, 1886, cannot be given.

On the 7th of March, 1886, the road was taken from Messrs. Humphreys and Tutt, receivers, and placed by the United States court in the hands of Mr. Thomas McKissock, as receiver, and it was by him operated under the name of the Council Bluffs & St. Louis railway until May 18, 1887, at which time it passed to a newly organized company under the name of the Omaha & St. Louis Railway company, and was by this last named company operated until the 21st day of June, 1893.

The officers of the road during this last named period were: President, James H. Smith; vice-president and treasurer, Henry W. Eaton; secretary, Edward W. Sheldon; general counsel, Theodore Sheldon; general manager, F. M. Galt; superintendent, A. E. Buchanan; auditor, W. L. Bedison.

On the 22d day of June, 1893, J. F. Barnard took possession of the road as receiver, under order of the United States district court for the southern district of Iowa, western division, and it is by him still operated under the name of the Omaha & St. Louis railway.

The present officers are: J. F. Barnard, receiver, Council Bluffs, Iowa; A. E. Buchanan, superintendent, Stanberry, Mo.; W. L. Bedison, auditor, Council Bluffs, Iowa.

The length of the line is, as heretofore given, 145 miles.

On the 27th day of January, 1896, the road was sold by order of the court, to a purchasing committee, the same being a committee of the bondholders, and consisting of Cornelius B. Gold, W. Eemlen Roosevelt and Francis Smith, all of New York city, and is at the present time operated by the receiver under the name of the Omaha & St. Louis Railway company, for the account of the purchasing committee, and for as much as that, up to this time; the receiver has never been advised, officially, of the formation of a new company to take possession of and operate the road. The property and franchises have been sold to a purchasing committee, and not yet, so far as advised, conveyed to a new corporation.

SIOUX CITY & NORTHERN RAILROAD COMPANY.

Report by Samuel J. Beals, receiver.

1. Sioux City & Northern Railroad company.

2. Organized September 21, 1887.

Construction begun about July, 1889.

Construction completed January 14, 1890.

3. Mileage of road, 96 miles of main track; location, Sioux City, Iowa, to Garretson, S. D.

4. Original officers (elected September 21, 1887): John Hornick, Sioux City, Iowa, president; T. P. Gere, Sioux City, Iowa, vice-president; F. C. Hills, Sioux City, Iowa, secretary and treasurer.

Present officers (December 16, 1896): Ed Haakinson, Sioux City, Iowa, vice-president; S. J. Beals, Sioux City, Iowa, secretary and treasurer.

5. By decree of the circuit court of the United States, for the northern district of Iowa, western division, dated the 5th day of October, 1893, Warwick Hough and Samuel J. Beals were appointed receivers of the Sioux City & Northern railroad, and have since that time been in possession of and operating the same.

Dated, December 16, 1896.

TABOR & NORTHERN.

Tabor & Northern Railway company organized 1887.

Railway built in 1889; completed December 20, 1889.

Tabor & Northern Railway is 8.79 miles in length, in Mills county, Iowa.

Original officers: Thomas McClelland, president; Merrill Otis, vice-president; A. T. West, secretary; A. S. Prouty, auditor.

Present officers: William M. Brooks, president, Auborndale, Mass.; R. C. Hughes, vice-president, Tabor, Iowa; H. T. Woods, general manager, Tabor, Iowa; C. A. Barnes, secretary, Tabor, Iowa; J. M. Barbour, treasurer, Tabor, Iowa; A. S. Prouty, superintendent, Tabor, Iowa; J. C. Tipple, auditor, Tabor, Iowa.

UNION PACIFIC SYSTEM.

1. The Union Pacific Railroad company.

2-3. Chartered by congress, July 1, 1862. Charter amended July 2, 1864.

Organized October 29, 1863.

Ground was formally broken at Omaha December 2, 1863, and the work of construction actually begun in the autumn of 1864. The first rail was laid in July of 1865; and the line was completed from Omaha, Neb., to a junction with the Central Pacific railroad at Promontory, Utah—1,086 miles—on May 10, 1869. The line from Omaha to Council Bluffs, Iowa, including the bridge over the Missouri river, was completed in March, 1872, and opened for business on the 22d of that month. Soon after completion the five miles of road extending westward from Ogden, Utah, was leased to the Central Pacific Railroad company, and has since been operated by that company (or by the Southern Pacific company, successors thereto) and the remainder of the line from Ogden to Promontory, about fifty miles, was sold to the same company, leaving 1,033.46 miles from Council Bluffs to Ogden, operated by the Union Pacific Railroad company.

4. First officers: President, John A. Dix, New York; vice-president, Thomas O. Durant, New York; secretary, Henry V. Poor, New York; treasurer, John J. Cisco, New York.

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...of main track, location from City, Iowa, to ...

...September 21, 1887; John Horvick, Sioux City, Iowa, president; T. C. ... Iowa, vice-president; F. C. Hills, Sioux City, Iowa, secretary and treasurer.

...December 21, 1890; E. D. Haskinson, Sioux City, Iowa, vice-president; F. C. Hills, Sioux City, Iowa, secretary and treasurer.

...of the circuit court of the United States for the northern district of Iowa, western division, issued the writ of October 1893, Warwick, Iowa, and Samuel J. Reals were appointed receivers of the Sioux City & Northern Iowa railroad, and have since that time been in possession of and operating the same.

...December 21, 1893.

TABOR & NORTHERN

Tabor & Northern Railway company organized 1887.

Railway built to 1887; completed December 30, 1889.

Tabor & Northern Railway is a 25 miles in length in Mills county, Iowa.

Original officers: Thomas McCollum, president; Merrill Otis, vice-president; A. T. West, secretary; A. S. Prouty, auditor.

Present officers: William M. Brooks, president, Andover, Mass.; R. O. Hughes, vice-president, Tabor, Iowa; H. T. Woods, general manager, Tabor, Iowa; C. A. Barnes, secretary, Tabor, Iowa; J. M. Hartman, treasurer, Tabor, Iowa; A. S. Prouty, superintendent, Tabor, Iowa; J. C. Higgle, auditor, Tabor, Iowa.

UNION PACIFIC SYSTEM.

1. The Union Pacific Railroad company.

2-2. Chartered by congress, July 1, 1862. Charter amended July 3, 1864. Organized December 29, 1863.

Ground was formally broken at Omaha December 2, 1863, and the work of construction actually began in the autumn of 1864. The first rail was laid in July of 1865; and the line was completed from Omaha, Neb., to a junction with the Central Pacific railroad at Promontory, Utah—1,000 miles—on May 10, 1869. The line from Omaha to Council Bluffs, Iowa, including the bridge over the Missouri river, was completed in March, 1872, and opened for business on the 1st of that month. Soon after completion the five miles of road extending west from Council Bluffs, Utah, was leased to the Central Pacific Railroad company, and the line then operated by that company (or by the Southern Pacific company) for the remainder of the line from Council Bluffs to St. Louis, Mo., was operated by the same company. The line from St. Louis, Mo., to New York, N. Y., was operated by the Union Pacific Railroad company, New York, N. Y., to New York, N. Y.

During the construction of the line west of Omaha, Gen. Grenville M. Dodge, of Council Bluffs, Iowa, was the chief engineer, and Webster Snyder was the general superintendent. T. E. Sickels was chief engineer of the Missouri river bridge; also for some years chief engineer and general superintendent of the line.

The Union Pacific Railroad company was merged into the Union Pacific Railway company on January 24, 1880, by consolidation with other companies, as stated below.

1. The Union Pacific Railway company.
2. Mileage operated, Council Bluffs, Iowa, to Ogden, Utah, 1,033.46; Kansas City, Mo., to Denver, Col., 639.52; Leavenworth, Kas., to Lawrence, Kas., 31.93; Denver, Col., to Cheyenne, Wyo., 104.10; various spurs, 13.58; total, 1,822.59 miles.
3. Organized January 24, 1880, by a consolidation of the Union Pacific Railroad company, the Kansas Pacific Railway company and the Denver Pacific Railway & Telegraph company.
4. First officers: President, Sidney Dillon, New York; vice-president, Elisha Atkins, Boston; secretary, Henry McFarland, Boston; treasurer, Henry McFarland, Boston; general manager, S. H. H. Clark, Omaha; auditor, J. W. Gannett, Omaha; general superintendent (Union Div.), J. T. Clark, Omaha; general freight agent, E. P. Vining, Omaha; general passenger and ticket agent, Thos. L. Kimball, Omaha; land commissioner, Leavitt Burnham, Omaha; general attorney, A. J. Poppleton, Omaha.

Present officers: Chairman of the board, Alex. E. Orr, New York; president, S. H. H. Clark, Omaha; vice-president, Edwin F. Atkins, Boston; second vice-president and comptroller, Oliver W. Mink, Boston; secretary and assistant comptroller, Alex. Millar, Boston; treasurer, James G. Harris, Boston; receivers, S. H. H. Clark, Omaha; Oliver W. Mink, Boston; E. Ellery Anderson, New York; Frederic R. Coudert, New York; John W. Doane, Chicago.

Officers of the receivers: General manager, E. Dickinson, Omaha; secretary and assistant comptroller, Alex. Millar, Boston; treasurer, James G. Harris, Boston; local treasurer, Frank D. Brown, Omaha, auditor, Erastus Young, Omaha; chief engineer, Geo. H. Pegram, Omaha; general solicitor, W. R. Kelley, Omaha; freight traffic manager, J. A. Monroe, Omaha; general passenger and ticket agent, E. L. Lomax, Omaha; land commissioner, B. A. McAllaster, Omaha; general superintendent (Nebraska Div.), P. J. Nichols, Omaha; superintendent of motive power and machinery, J. H. McConnell, Omaha; superintendent of telegraph, L. H. Korty, Omaha.

The Union Pacific system (the Union Pacific railway and associated lines) as operated by the receivers, December 31, 1896, comprises 5,084.92 miles.

WABASH RAILROAD COMPANY.

The Des Moines & St. Louis Railroad company was organized in 1881, and the road was constructed in the years 1881 and 1882. This line extends from Albia to Des Moines, a distance of 66.8 miles, and was leased to the Wabash, St. Louis & Pacific Railway company upon the first day of March, 1882. At the time of the foreclosure of the mortgages of the Wabash, St. Louis & Pacific Railway company in 1887, the title to this piece of property passed to James F. Joy, T. H. Hubbard, O. D. Ashley and E. T. Welles, the purchasing committee, and no change in ownership has been made since that date and the road is now being operated for

and on account of the purchasing committee by the Wabash Railroad company. I cannot give you the names of the original officers of the Des Moines & St. Louis Railroad company. The organization was a nominal one; the funds for the construction of the road having been furnished by the Wabash, St. Louis & Pacific Railway company, to whom the lease of this property was made.

WINONA & WESTERN RAILWAY COMPANY.

1. The name of the company is the Winona & Western Railway company.

2. Organized November 1, 1894, in pursuance of articles of incorporation under title 1, chapter 34, of the "general statutes of Minnesota" and the various amendments thereto; its period of continuance, fifty years from and after November 1, 1894. This railway corporation has not constructed any railroad, but purchased from H. W. Lamberton, V. Simpson and M. G. Norton, who bought the railway property of the Winona & Southwestern Railway company at mortgage foreclosure sale, a line of railway extending from the city of Winona, Minn., to the Cedar river in Mitchell county, Iowa, a mile west of the city of Osage, in Iowa; length of line about 117 miles.

3. The names of the original officers are as follows: President, H. W. Lambert, Winona, Minn.; vice-president, V. Simpson, Winona, Minn.; secretary, Thomas Simpson, Winona, Minn.; treasurer, M. G. Norton, Winona, Minn.

Earl S. Youmans and Charles Horton, with the president, vice-president and treasurer, constitute the executive committee of said company.

The above are the officers at the present time, at date of making this report.

4. The Winona & Western Railway company purchased of the parties above named on the 28th day of November, 1894, the railway properties formerly belonging to the Winona & Southwestern Railway company, and issued in payment therefor \$100,000 of its capital stock, and \$1,150,000 of its mortgage bonds, which is all the capital stock and all the bonds which have been issued by the corporation. Its first mortgage bonds are 5 per cent gold bonds, payable in gold coin of the United States on the 1st day of January, 1945, secured by mortgage which is a first lien upon the entire railway property of the company extending from Winona, Minn., to Osage, Iowa, and all the property pertaining thereto. About \$80,000 have been expended in betterments upon the road in the past two years. Except its first mortgage bonds above mentioned, there is not a dollar of indebtedness upon the entire line of railway; about twenty-four miles of the line of railway of this company are in the state of Iowa, located in the counties of Howard and Mitchell. The entire line of railway is in excellent condition, and the road has a full equipment for its needs as a common carrier.

5. The railway line of this company between Winona, Minn., and Osage, Iowa, has the following railway crossings and intersections: A grade crossing of the Milwaukee & St. Paul railway in the city of Winona, with interlocking and derailing apparatus; an over-crossing of the Winona & St. Peter railway at Minnesota City; a grade crossing of the Winona & St. Peter railway at St. Charles, with interlocking and derailing apparatus; an over-crossing of the Chatfield branch of the Winona & St. Peter railway; an overhead crossing of the southern Minnesota railroad at Spring Valley; a grade crossing of the Milwaukee & St. Paul railway, Iowa division, at Le Roy, Minn., with switches and transfer tracks for the interchange of business; a grade crossing of the Chicago

Great Western at McIntyre, Iowa, with switches and transfer tracks for interchange of business; a grade crossing of the Illinois Central railroad at Osage.

There are twenty-six stations upon the line of this railroad, including Winona and Osage, four of which are in the state of Iowa.

The railway line of this company was constructed by the Winona & Southwestern Railway company, created and organized under a special charter of the territory of Minnesota, granted in 1856, and subsequently amended. The original project under this charter and its amendment was to construct a line of railway from the city of Winona, southwest to the city of Omaha, Neb. The construction of the line commenced in 1888 and was completed to the Cedar river, a short distance west of the city of Osage, in 1892. Means were not spared to construct this line of railway in the most substantial manner with a fine and ample equipment. Its depot and station houses were very far above the average of such structures on other railway lines. It was the purpose and intention of the company to continue the construction of the road southwest in 1893, but the extended financial depression prevented the further extension of the road. The company defaulted in the payment of the interest upon its bonds in the fall of 1893. Foreclosure proceedings were instituted by the trustees, who held the mortgage, and the road was placed in the hands of a receiver pending foreclosure. Under decree of sale in the United States circuit court, in the mortgage foreclosure proceedings, the line of railway and properties of the Winona & Southwestern Railway company were sold on the 15th day of September, 1894, to H. W. Lambertson, V. Simpson and M. G. Norton, who subsequently, in November, 1894, sold said railway properties so purchased by them to the Winona & Western Railway company.

Articles of incorporation of the Winona & Western Railway company were duly filed in the office of the secretary of state of the state of Iowa, November 13, 1894.

CONDENSED RETURNS
OF
RAILWAY COMPANIES.

CONDENSED RETURNS OF RAILWAY COMPANIES.

AMES & COLLEGE RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Ames & College railway.....	Ames.....	College.....	1.98

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	W. M. Greeley.....	Ames, Iowa.
Vice-President.....	E. W. Stanton	Ames, Iowa.
Secretary.	M. K. Smith.....	Ames, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
W. M. Greeley.....	Ames, Iowa.	James Wilson.....	Ames, Iowa.
E. W. Stanton	Ames, Iowa.	O. F. Curtiss.....	Ames, Iowa.
M. K. Smith.....	Ames, Iowa.	M. Stalker.....	Ames, Iowa.
J. L. Budd	Ames, Iowa.		

ALBIA & CENTERVILLE RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named
	FROM—	TO—		
1. Main line.....	Albia, Iowa	Centerville, Iowa.	24.44	24.44

ALBIA & CENTERVILLE RAILWAY COMPANY—CONTINUED.

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	F. M. Drake	Centerville, Iowa.
Vice-President	Russell Sage	New York city.
Secretary	T. J. Wasson	Marshalltown, Iowa.
Treasurer	T. J. Wasson	Marshalltown, Iowa.
General Manager	L. M. Martin	Marshalltown, Iowa.
General Superintendent	O. W. Huntington	Marshalltown, Iowa.
Superintendent of Telegraph	B. G. Fallis	Marshalltown, Iowa.
Auditor	T. J. Wasson	Marshalltown, Iowa.
General Passenger Agent	Thomas P. Barry	Marshalltown, Iowa.
General Freight Agent	Edw. C. Palmer	Marshalltown, Iowa.
General Solicitor	A. C. Daly	Marshalltown, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Russell Sage	New York city.	F. M. Drake	Centerville, Iowa.
E. C. M. Rand	New York city.	H. Gabelman (deceased)	Marshalltown, Iowa.
Geo. R. Morse	New York city.		

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$
2. Proprietary companies whose entire capital stock is owned by this company.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. a Atchison, Topeka & Santa Fe Ry Co..	* Chicago	New Mexico and Tex. state line.	1595.10	
b Atchison, Topeka & Santa Fe Ry Co..	† Ancona, Ill	Pekin, Ill	52.40	
	La Junta, Col	Denver, Col	191.49	
	Newton, Kan	Purcell, I. T.	238.90	
	Holliday, Kan	Indian Ty. and Tex. state line.	442.83	
	† No. Lex'gt'n, Mo	Winthrop, Mo	97.56	
	Atchison, Kan	Topeka, Kan	50.54	
	Wilder, Kan	Hawthorne, Kan	46.19	
	Lawrence, Kan	No. Ottawa, Kan	26.24	
	No. Ottawa, Kan	Emporia, Kan	56.43	
	Osage City, Kan	Quenemo, Kan	20.41	
	B'rig't'n Jc., Kan	Gridley, Kan	52.74	
	Colony, Kan	Yates O'nt'r, Kan	25.27	
	Chanute, Kan	Pittsburg, Kan	61.06	
	Cherry Vale, Kan	Coffeyville, Kan	18.09	
	Chanute, Kan	Longton, Kan	44.51	
	Benedict, Kan	Madison Jc., Kan	41.11	
	Indep'nd'ce, Kan	Cedar Vale, Kan	55.83	
	Emporia, Kan	Moline, Kan	84.38	
	Ellinor, Kan	Bazar, Kan	10.00	
	Gladstone, Kan	Neb state line	162.88	
	Abilene, Kan	Salina, Kan	22.56	
	Manchester, Kan	Barnard, Kan	48.08	
	Florence, Kan	Winfield, Kan	72.73	
	Augusta, Kan	Mulvane, Kan	20.80	
	Mulvane, Kan	Caldwell, Kan	42.55	
	Wellington, Kan	Hunnell, Kan	18.41	

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'd named.
	FROM—	TO—		
<i>b</i> Atchison, Topeka & Santa Fe Ry Co..	Attica, Kan.....	Med. Lodge, Kan.....	91.26	
	Mulvane, Kan....	Englewood, Kan.....	166.28	
	Florence, Kan....	Ellinwood, Kan.....	98.84	
	Little River, Kan.	Holyrood, Kan.....	30.27	
	Hutchinson, Kan.	Kinsley, Kan.....	84.48	
	Great Bend, Kan.	Scott City, Kan.....	120.39	
	Larned, Kan.....	Jetmore, Kan.....	46.80	
	So. Pueblo, Col....	Canon City and br'ch's to mines	47.85	
	Dillon Jct., N. M.	Blossburg, N. M.....	5.93	
	Las Vegas, N. M.	Hot Springs, N. M.....	8.27	
	Lamy, N. M.....	Santa Fe, N. M.....	19.30	
	Socorro, N. M.....	Magdalena, N. M.....	30.96	
	Rincon, N. M.....	Deming, N. M.....	64.44	
	Nutt, N. M.....	Lake Valley, N. M.....	13.31	
	Deming, N. M.....	Silver City, N. M.....	48.30	
2. Sou. Kansas Railway Co. of Texas.....	Indian Ty. and Tex. state line	Pan Handle City, Texas.....	100.41	4,384.26
Rio Grande & El Paso Railroad Co.....	New Mexico and Tex state line.	El Paso, Tex.....	20.15	
5. Fremont, Elkhorn & Mo. Valley R. R. Co.	Neb. state line..	Superior, Neb....	2.53	120.56
Chicago & G. T. Junction Railroad Co..	Term. in Chicago.....	.....	3.62	
Chicago & Western Ind. Railroad Co....	Term. in Chicago.....	.....	4.84	
Toledo, Peoria & Western Railway Co..	Streator Jct. Ill.	Pekin Jct., Ill....	5.91	
Kansas City Belt Railway Co.....	Big Blue Jct. Mo.	Kansas City, Mo.	6.44	
Total.....				4,528.16

* Elsdon Junction (exclusive of 6.44 miles of rented track between Big Blue Junction and Kansas City, Mo).

† Exclusive of 5.91 miles of rented track from Streator Junction to Pekin Junction, Ill.

‡ Including branch line to Lake Contrary, 1.597 miles.

Proportion in Iowa, 19.86 miles; includes .10 mile of Mississippi River Bridge.

Average miles operated on entire line, 4,568.47.

This report includes the property and operations of the following named companies, of which practically the entire issues of capital stock and bonds are owned by the Atchison, Topeka & Santa Fe Railway company, and pledged as part of the security for its general mortgage bonds, and the property of which is operated as part of the Atchison, Topeka & Santa Fe Railway system:

Atchison, Topeka & Santa Fe R'y company in Chicago, incorporated, Illinois, May 11, 1887.
Chicago, Santa Fe & California Railway company, incorporated, Illinois, December 3, 1886.
Mississippi River Railroad & Toll Bridge company, incorporated, Illinois, November 9, 1886.
The Sibley Bridge company, incorporated, Missouri, March 24, 1887.

St. Joseph, St. Louis & Santa Fe Railway company, incorporated, Missouri, August 8, 1887.
The Chicago, Kansas & Western Railway company, incorporated, Kansas, May 31, 1886.

(Charter amended October 9, 1886.)

Florence, Eldorado & Walnut Valley R'd company, incorporated, Kansas, March 10, 1887.
Kansas City, Emporia & Southern R'y company, incorporated, Kansas, October 6, 1882.
Kansas City, Topeka & Western Railroad company, incorporated, Kansas, Sept. 20, 1885.
Leavenworth, Northern & Southern R'y company, incorporated, Kansas, October, 25, 1885.
Marion & McPherson Railway company, incorporated, Kansas, October 6, 1889.

The Southern Kansas Railway company, incorporated, Kansas, April 16, 1885.

Wichita & Southwestern Railway company, incorporated, Kansas, October 6, 1882.

The Denver & Santa Fe Railway company, incorporated, Colorado, March 23, 1887.

(Charter amended February 15, 1887.)

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY—CONTINUED.

The Pueblo & Arkansas Valley R'd company, incorporated, Colorado, September 12, 1878.

(Charter amended February 15, 1887.)

The New Mexico & Southern Pacific R'd company, incorporated, New Mexico, Jan. 16, 1883.

Rio Grande, Mexico & Pacific Railroad company, incorporated, New Mexico, April 18, 1881.

Silver City, Deming & Pacific Railroad company, incorporated, New Mexico, March 23, 1882.

The following companies, whose lines, which although operated separately and not leased, form a continuous line in connection with the leased lines of the Atchison, Topeka & Santa Fe Railway company, are included in this report, the Atchison company having assumed their obligations and being the owner of their capital stock and bonds:

Rio Grande & El Paso Railroad company, incorporated in Texas, October 28, 1880.

The Southern Kansas Railway company of Texas, incorporated, Texas, November 2, 1886.

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Aldace F. Walker.....	New York.
President.....	E. P. Ripley.....	Chicago, Ill.
First Vice-President.....	D. B. Robinson.....	Chicago, Ill.
Third Vice-President.....	Paul Morton.....	Chicago, Ill.
Secretary and Treasurer.....	E. Wilder.....	Topeka, Kan.
Assistant Treasurer.....	H. W. Gardiner.....	New York.
Assistant Secretary.....	L. O. Deming.....	New York.
General Manager.....	J. J. Frey.....	Topeka, Kan.
General Counsel.....	Victor Morawetz.....	New York.
General Solicitor.....	E. D. Kenna.....	Chicago, Ill.
Land Commissioner.....	J. E. Frost.....	Topeka, Kan.
Tax Commissioner.....	E. T. Cartledge.....	Topeka, Kan.
General Claim Agent.....	O. M. Fouls.....	Topeka, Kan.
Comptroller.....	J. P. Whitehead.....	New York.
General Auditor.....	H. C. Whitehead.....	Chicago, Ill.
Auditor.....	J. F. H. McKibben.....	Topeka, Kan.
Auditor of Disbursements.....	I. S. Lauck.....	Topeka, Kan.
Auditor of Freight Receipts.....	C. S. Sutton.....	Topeka, Kan.
Auditor of Passenger Receipts.....	C. M. Atwood.....	Topeka, Kan.
General Superintendent.....	H. U. Mudge.....	Topeka, Kan.
Car Service Superintendent.....	C. W. Kouns.....	Topeka, Kan.
General Purchasing Agent.....	W. G. Nevin.....	Chicago, Ill.
Superintendent of Machinery.....	John Player.....	Topeka, Kan.
Chief Engineer.....	James Dun.....	Topeka, Kan.
Superintendent of Telegraph.....	R. H. Gemmell.....	Topeka, Kan.
Freight Traffic Manager.....	W. B. Biddle.....	Chicago, Ill.
Assistant Freight Traffic Manager.....	W. A. Bissel.....	Chicago, Ill.
Assistant General Freight Agent.....	O. E. Hudson.....	Topeka, Kan.
Assistant General Freight Agent.....	J. E. Gorman.....	Chicago, Ill.
Passenger Traffic Manager.....	W. F. White.....	Chicago, Ill.
General Passenger Agent.....	G. T. Nicholson.....	Chicago, Ill.
Assistant General Passenger Agt.....	W. J. Black.....	Topeka, Kan.
Assistant General Passenger Agt.....	C. A. Higgins.....	Chicago, Ill.
General Baggage Agent.....	P. Walsh.....	Topeka, Kan.
Assistant to President.....	C. M. Higginson.....	Topeka, Kan.
Manager of Coal Properties.....	O. J. Devlin.....	Topeka, Kan.
Transfer Agent.....	James Walker.....	New York.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
A. T. Walker.....	New York.	Victor Morawetz.....	New York.
E. P. Ripley.....	Chicago, Ill.	B. P. Cheney.....	Boston, Mass.
E. J. Berwind.....	New York.	G. A. Nickerson.....	Boston, Mass.
H. R. Duval.....	New York.	Wm. Rotch.....	Boston, Mass.
T. P. Fowler.....	New York.	C. S. Glead.....	Topeka, Kan.
E. N. Gibbs.....	New York.	C. K. Holliday.....	Topeka, Kan.
G. G. Haven.....	New York.	T. A. Osborn.....	Topeka, Kan.
B. S. Hayes.....	New York.		

BOONE VALLEY COAL & RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Boone Valley Coal & Railway company.....	Fraser.....	Fraser Junction.	3

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Hamilton Browne.....	Fraser, Iowa.
Vice-President and Treasurer.....	S. T. Meservey.	
Secretary.....	Wm. A. Kelly.	
General Manager.....	O. M. Carpenter.	

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Hamilton Browne.	Boone, Iowa.	S. T. Meservey	Fort Dodge, Iowa.
Norman D. Fraser.....	Chicago, Ill.	O. M. Carpenter.....	Boone, Iowa.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line.
 b Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
1. Burlington, Cedar Rapids & N. R'y Co.—				
<i>a</i> Main Line.....	Burlington, Iowa	Albert Lea, Minn.	94.13	241.83
<i>b</i> Milwaukee Division.....	Linn Jct., Iowa.	Postville, Iowa.	30.58	
Muscatine Division.....	Muscatine, Iowa	Riverside, Iowa.	48.12	172.83
Pacific Division.....	Vinton, Iowa.	Holland, Iowa.	31.51	31.51
Davenport Division.....	N'r Bennett, Iowa	Davenport, Iowa	57.22	
2. Iowa City & Western Railway.....	Iowa City, Iowa.	What Cheer, Iowa	15.80	73.02
<i>b</i> Montezuma Branch.....	Thornburg, Iowa	Montezuma, Iowa		237.98
3. Cedar Rapids, Iowa Falls & N. W. R'y...	Holland, Iowa.	Watertown Jct.	91.26	
<i>b</i> Dows Extension.....	Dows, Iowa.	Armstrong, Iowa	6.43	
Hayfield Branch.....	Garner, Iowa.	Madison Jct.	42.49	
Sioux Falls Extension.....	Ellsworth, Minn.	Sioux Falls, S. D.	17.65	
Lake Park Extension.....	Lake Park, Iowa	Worthg'tn, Minn.	9.18	167.00
Trosky Branch.....	Trosky, Minn.	Jasper, Minn.	79.80	
4. Cedar Rapids & Clinton Railway.....	Iowa City, Iowa.	Clinton, Iowa.	2.74	81.94
<i>b</i> Quarry Line.....	Near Plato.	Quarry.....	23.30	23.30
5. Chicago, Decorah & Minnesota R'y.....	Pottsville Jct.	Decorah.....	5.68	5.68
4. Waverly Short Line.....	Near Winslow.	Waverly.....	11.39	11.39
5. Iowa Central Railway.....	Manly Junction.	Northwood.....		
Total.....				1,126.47

a Length of main line operated is 253.21 miles, including the 11.39 miles from Manly Junction to Northwood leased from the Iowa Central Railway company.

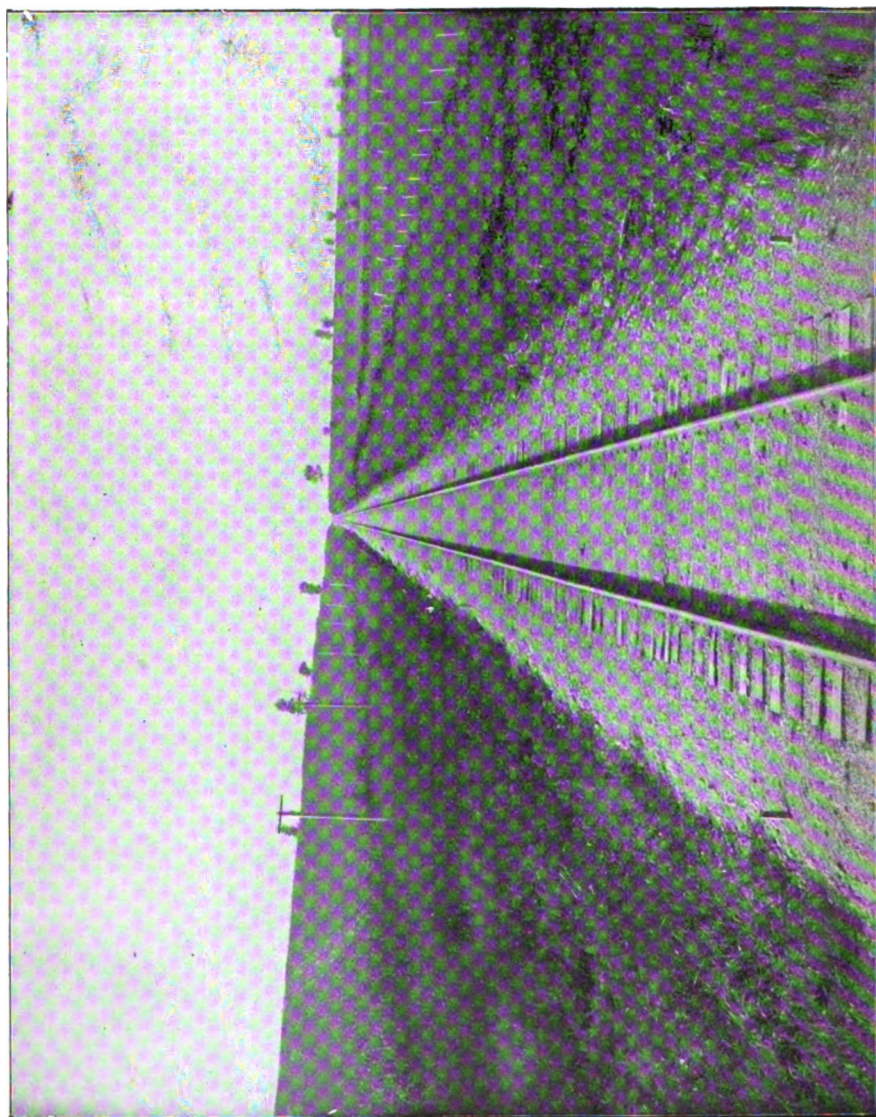
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY CO.—CONTINUED.

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	O. J. Ives.....	Cedar Rapids, Iowa.
Vice-President.....	Robert Williams.....	Cedar Rapids, Iowa.
Secretary.....	S. S. Dorwart.....	Cedar Rapids, Iowa.
Treasurer.....	H. H. Hollister.....	New York, N. Y.
Assistant Treasurer.....	S. S. Dorwart.....	Cedar Rapids, Iowa.
General Superintendent.....	Robert Williams.....	Cedar Rapids, Iowa.
Superintendent.....	G. A. Gordell.....	Cedar Rapids, Iowa.
Assistant Superintendent.....	P. A. Murphy.....	Cedar Rapids, Iowa.
Division Superintendent.....	W. P. Ward.....	Estherville, Iowa.
Chief Engineer.....	H. F. White.....	Cedar Rapids, Iowa.
Superintendent of Telegraph.....	T. S. Spaford.....	Cedar Rapids, Iowa.
Auditor.....	J. O. Broeksmitt.....	Cedar Rapids, Iowa.
General Passenger Agent.....	James Morton.....	Cedar Rapids, Iowa.
General Freight Agent.....	T. H. Simmons.....	Cedar Rapids, Iowa.
General Solicitor.....	S. K. Tracy.....	Burlington, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
George W. Cable.....	Davenport, Iowa.	W. H. Truesdale.....	Chicago, Ill.
Thomas Hodge.....	Burlington, Iowa.	E. E. Cable.....	Chicago, Ill.
J. Carskadden.....	Muscatine, Iowa.	C. P. Squires.....	Burlington, Iowa.
O. J. Ives.....	Cedar Rapids, Iowa.	Lyman Cook.....	Burlington, Iowa.
J. U. Peasley.....	Chicago, Ill.	F. H. Griggs.....	Davenport, Iowa.
J. W. Blythe.....	Burlington, Iowa.	A. Kimball.....	Davenport, Iowa.
W. G. Purdy.....	Chicago, Ill.		



CHICAGO GREAT WESTERN RAILWAY.
Standard Gravel Ballasted Track.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock ^(a) Main line.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each class of roads named.
	FROM—	TO—	
1. a Chicago, Burlington & Quincy Railroad.....	Chicago, Ill.	Pacific Junction, Iowa.....	488.70
Burlington & Missouri River Railroad in Nebraska.....	Galesburg, Ill.	Quincy, Ill.	109.06
1. b Chicago, Burlington & Quincy Railroad.....	Palesburg, Ill.	Peoria, Ill.	82.77
Peoria & Hannibal Railroad.....	Pacific Junction, Iowa.....	Kearney, Neb.	140.29
Burlington & Missouri River Railroad.....	Aurora, Ill.	Turner, Ill.	12.02
Chicago & Iowa Railroad.....	Yates City, Ill.	Lewiston, Ill.	30.13
Chicago, Rockford & Northern Railroad.....	Lewiston, Ill.	Kushville, Ill.	23.66
Ottawa, Oswego & Fox River Valley Railroad.....	Chariton, Iowa.....	Leon, Iowa.....	36.72
Illinois Valley & Northern Railroad.....	Creston, Iowa.....	Hopkins, Mo.	44.61
Chicago & Rock River Railroad.....	Red Oak, Iowa.....	Hamburg, Iowa.....	28.17
Joliet, Rockford & Northern Railroad.....	South Aurora, Ill.	Forreston, Ill.	78.44
Illinois Grand Trunk Railroad.....	Geneva, Ill.	Rockford, Ill.	23.50
Dixon, Peoria & Hannibal Railroad.....	Shabbona, Ill.	Walnut, Ill.	36.73
Galesburg & Rio Railroad.....	Sheridan Junction, Ill.	Paw Paw, Ill.	48.01
American Central Railroad.....	Mendota, Ill.	Sterling, Ill.	19.88
Carthage & Burlington Railroad.....	Buda, Ill.	Fulton, Ill., and Clinton, Iowa.....	64.88
Quincy & Warsaw Railroad.....	Galesburg, Ill.	Elmwood, Ill.	44.61
St. Louis, Rock Island & Chicago Railroad.....	Galva, Ill.	Rio, Ill.	13.23
Dixon & Quincy Railroad.....	Carthage Junction, Ill.	New Boston, Ill.	50.63
Moulton & Albia Railroad.....	Carthage, Ill.	Quincy, Ill.	70.20
Albia, Knoxville & Des Moines Railroad.....	Sterling, Ill.	Rock Island, Ill.	51.94
Des Moines & Knoxville Railroad.....	Barstow, Ill.	East St. Louis, Ill.	214.78
Republican Valley Railroad.....	Gladstone, Ill.	Kelthsburg, Ill.	17.13
	Kelthsburg Junction, Ill.	Kelthsburg, Ill.	6.36
	Albia, Iowa.....	Moravia, Iowa.....	11.50
	Albia, Iowa.....	Knoxville, Iowa.....	23.97
	Kn-xville, Iowa.....	Des Moines, Iowa.....	34.97
	York, Neb.	Central City, Neb.	41.53
	Nemaha, Neb.	Salem, Neb.	17.60
	Nemaha, Neb.	Beatrice, Neb.	65.20
	Beatrice, Neb.	Wymore, Neb.	11.87

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY—CONTINUED.
PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Republican Valley Railroad.....	Hastings, Neb..... Aurora, Neb..... Table Rock, Neb..... Humboldt, Iowa..... Leon, Iowa..... Bethany Junction, Iowa..... Albany, Mo..... Oreston, Iowa..... Fremont, Iowa..... Villisca, Iowa..... Clarion, Iowa..... Red Oak, Iowa..... Hastings, Iowa..... Hurlington, Iowa..... Omaha, Neb..... Crete, Neb..... Nebraska City Bridge Line..... Lincoln, Neb..... Atchison, Kas..... Rulo Bridge Line..... Chester, Neb..... Kensaw, Neb..... De Witt, Neb..... Edgar, Neb..... Odell Junction, Neb..... Republican, Neb..... Colorado State Line, Neb..... Colorado State Line, Wyo..... Oreans, Neb..... Nebraska State Line, Kas..... Central City, Neb..... Greeley Center, Neb..... Palmer, Neb..... Grand Island, Neb..... Edgemont Junction, S. D..... Minnekahta, S. D.....	Colorado State Line, Neb..... Grand Island, Neb..... Hastings, Neb..... Ambly, Neb..... Shenandoah, Iowa..... Grant City, Mo..... Albany, Mo..... T-diancel, Iowa..... Cunberland, Iowa..... Northampton, Iowa..... Griswold, Iowa..... Sidney, Iowa..... Carson, Iowa..... Keokuk, Iowa..... Oreapolis, Neb..... Beatrice, Neb..... York, Neb..... Columbus, Neb..... Lincoln, Neb..... Fairmont, Neb..... Oxford, Neb..... Colorado State Line, Neb..... Superior, Neb..... Concordia, Kas..... Overlin, Kas..... Denver, Col..... Wyoming State Line, Col..... Cheyenne, Wyo..... Kas State Line, Neb..... St. Francis, Kas..... Edicks'n, Neb..... Burwell, Neb..... Arcadia, Neb..... Wyoming State Line, S. D..... Deadwood, S. D..... Hot Springs, S. D.....	230.41 18.51 27.75 143.84 95.45 57.73 46.22 48.09 33.16 97.42 20.22 28.00 15.90 21.04 21.13 15.73 49.33 16.84 20.09 126.74 2.09 73.49 144.46 3.43 40.19 60.67 236.42 20.53 71.04 73.38 174.59 144.56 39.01 59.61 74.18 62.94 40.88 40.65 401.53 106.40 13.34	
St Joseph & Des Moines Railroad..... Charlton & Des Moines & Southern Railroad..... Western Iowa Railroad..... Brownville & Nodaway Valley Railroad..... Clarinda, College Springs & Southwestern Railroad..... Red Oak & Atlantic Railroad..... Nebraska City, Sidney & Northeastern Railroad..... Hastings & A'oca Railroad..... Keokuk & St. Paul Railroad..... Omaha & Southwestern Railroad..... Nebraska Railway..... Lincoln & Northwestern Railroad..... Atchison & Nebraska Railroad..... Nebraska & Colorado Railroad..... Chicago, Nebraska & Kansas Railway..... Republican Valley, Kansas & Southwest Railroad..... Burlington & Colorado Railroad..... Colorado & Wyoming Railroad..... Cheyenne & Burlington Railroad..... Oxford & Kansas Railroad..... Beaver Valley Railroad..... Lincoln & Black Hills Railroad..... Grand Island & Wyoming Central Railroad.....				

Grand Island & Northern Wyoming Railroad.....	Englewood, S. D.	Spear Fish, S. D.	31.91
Big Horn Southern Railroad.....	Wyoming State Line, S. D.	Montana State Line, Wyo.	259.66
Denver, Utah & Pacific Railroad.....	New Castle, Wyo.	Cambridge, Wyo.	7.00
Republican Valley & Wyoming Railroad.....	Montana State Line, Wyo.	Huntley, Mont.	101.74
Omaha & North Platte Railroad.....	Denver, Col.	Utah Junction, Col.	3.00
St. Joseph & Nebraska Railroad.....	Burns Junction, Col.	Lyons and Tower, Col.	22.97
	Culbertson, Neb.	Imperial, Neb.	49.17
	Omaha, Neb.	Schuyler, Neb.	80.78
	Napier, Mo.	Beawell, Mo.	5.86
3. Quincy, Alton & St. Louis Railway.....	Quincy, Ill.	Louisiana, Mo., and Hannibal, Mo.	
5. Pennsylvania Company.....	At Chicago, Ill.		1.22
Chicago & North Western Railway.....	At Clinton, Iowa, and Ill.		1.00
Quincy Bridge Company.....	At Quincy, Ill.	Hannibal, Mo.	1.22
Wabash Railroad.....	East Hannibal, Ill.	Louisiana, Mo.	1.85
Chicago & Alton Railroad.....	East Louisiana, Ill.	East St. Louis, Ill.	2.07
Indianapolis & St. Louis Railroad.....	Alton, Ill.	Humeston, Iowa	23.90
Keokuk & Western Railroad.....	Van Wert, Iowa	Conn. St. L. K. & N. W. R. R., Mo.	17.08
St. Clair, Madison & St. Louis Belt Railroad.....	Alton, Ill.	St. Louis, Mo.	3.00
St. Louis, Keokuk & Northwestern Railroad.....	Conn. St. C. M. & St. L. B. R. R., Mo.		3.88
St. Louis Merchants' Bridge Terminal Railway.....	At St. Louis, Mo.	Council Bluffs, Iowa	16.62
Kansas City, St. Joe & Council Bluffs Railroad.....	Pacific Junction, Iowa	Nebraska City Junction, Iowa	6.97
	Hamburg, Iowa	Nebraska City, Neb.	3.65
	Nebraska City Bridge Conn., Iowa		1.98
	At Northboro, Iowa	St. Joseph, Mo.	37.28
	Napier, Mo.	Burns Junction, Col.	11.30
	Utah Junction, Col.	Billings, Mont.	12.63
	Huntley, Mont.		
Union Pacific, D & G. Railway.....			160.79
Northern Pacific Railroad.....			
Total mileage operated.....			5,870.43

4,882.69
5,063.83
46.36

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
John M. Forbes.....	Boston, Mass.	T. Jefferson Coolidge...	Manchester, Mass.
Charles J. Paine.....	Boston, Mass.	Edward W. Hooper.....	Cambridge, Mass.
J. L. Gardner.....	Roston, Mass.	John N. A. Griswold....	New York, N. Y.
F. W. Hunnewell.....	Boston, Mass.	James B. Smith.....	New York, N. Y.
William Endicott, Jr...	Boston, Mass.	Charles E. Perkins.....	Burlington, Iowa.
Richard Olney.....	Boston, Mass.		

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	C. E. Perkins	Burlington, Iowa.
First Vice-President	J. O. Peasley	Chicago, Ill.
Second Vice-President	George B. Harris	Chicago, Ill.
Secretary	T. B. Howland	Boston, Mass.
Treasurer	J. O. Peasley	Chicago, Ill.
General Manager	W. O. Brown	Chicago, Ill.
General Superintendent	J. D. Resler	Chicago, Ill.
Superintendent Iowa Lines	C. M. Levey	Burlington, Iowa.
Division Superintendents	O. E. Stewart	Ottumwa, Iowa.
	J. H. Dugan	Oreston, Iowa.
Chief Engineer	E. J. Blake	Chicago, Ill.
Superintendent of Telegraph	W. W. Ryder	Chicago, Ill.
General Auditor	C. I. Sturgis	Chicago, Ill.
General Passenger Agent	P. S. Eustis	Chicago, Ill.
General Freight Agent	Thomas Miller	Chicago, Ill.
General Solicitor	J. W. Blythe	Burlington, Iowa.

1. Railroad line represented by capital stock { *a* Main line.
5. Line operated under trackage rights. { *b* Branches and spurs.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. Chicago, Burlington & Kan. City Ry....	Viele.....	Bloomfield.....	59.79	
	Moulton.....	Carrollton.....	181.77	181.56
5. Chicago, Burlington & Quincy R. R....	Burlington.....	Viele.....	25.28	
Wabash Railroad.....	Bloomfield.....	Moulton.....	14.11	39.39
Total.....				220.95

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
First Vice President.....	J. O. Peasley.....	Chicago, Ill.
Second Vice President.....	George B. Harris.....	Chicago, Ill.
Secretary.....	H. E. Jarvis.....	Burlington, Iowa.
Treasurer.....	J. O. Peasley.....	Chicago, Ill.
General Manager.....	Howard Elliott.....	St. Joseph, Mo.
General Superintendent.....	S. E. Crance.....	St. Joseph, Mo.
Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
Superintendent of Telegraph.....	M. A. Baker.....	Hannibal, Mo.
Auditor.....	C. M. Carter.....	St. Joseph, Mo.
General Passenger Agent.....	L. W. Wakeley.....	St. Louis, Mo.
General Freight Agent.....	D. O. Ives.....	St. Louis, Mo.
General Solicitors.....	Spencer & Mosman.....	St. Joseph, Mo.

CHICAGO, BURLINGTON & KANSAS CITY RAILWAY CO.—CONTINUED.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
J. W. Blythe.....	Burlington, Iowa.	W. F. McFarland.....	Burlington, Iowa.
W. W. Baldwin.....	Burlington, Iowa.	J. C. Peasley.....	Chicago, Ill.
H. B. Scott.....	Burlington, Iowa.		

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$
2. Proprietary companies whose entire capital stock is owned by this company.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of rds named.
	FROM—	TO—		
1. K. C., St. J. & C. B. R. R. Co.—				
a Main Line.....	Kansas City yard	O. Bluffs, Iowa.	189.37	189.81
b Branch Lines.....	Harlem, Mo.....	Stillings, Mo.....	1.05	
	E. Leavenworth	Winthrop, Mo.....	2.96	
	Armour, Mo.....	Hopkins, Mo.....	50.44	54.48
	Amazonia, Mo.....	Burlington Jct..	31.54	
2. Nodaway Valley Railroad.....	Bigelow, Mo.....	Northboro, Iowa	27.61	59.15
3. Tarkio Valley Railroad.....	Corning, Mo.....	Harlem, Mo.....	1.72	
5. Operated under trackage rights.....	K. City U. D., Mo	U. P. Trans, Iowa	1.57	
	O. Bluffs, Iowa..	Leavenworth, Kan	1.78	
	Stillings, Mo.....	Atchison U. D., Kan	1.07	6.09
	Winthrop, Mo.....			
Total.....				300.50

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	O. E. Perkins.....	Burlington, Iowa.
First Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Second Vice-President.....	George B. Harris.....	Chicago, Ill.
Secretary.....	W. J. Ladd.....	Boston, Mass.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
General Manager.....	Howard Elliott.....	St. Joseph, Mo.
General Superintendent.....	S. E. Orance.....	St. Joseph, Mo.
Superintendent.....	G. M. Hohl.....	St. Joseph, Mo.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
Superintendent of Telegraph.....	I. T. Dyer.....	St. Joseph, Mo.
General Auditor.....	C. I. Sturgis.....	Chicago, Ill.
Auditor.....	C. M. Carter.....	St. Joseph, Mo.
General Passenger Agent.....	L. W. Wakeley.....	St. Louis, Mo.
General Freight Agent.....	D. O. Ives.....	St. Louis, Mo.
General Solicitors.....	Spencer & Mosman.....	St. Joseph, Mo.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
C. E. Perkins.....	Burlington, Iowa.	C. J. Paine.....	Boston, Mass.
F. W. Hunnewell.....	Boston, Mass.	W. J. Ladd.....	Boston, Mass.
J. L. Gardner.....	Boston, Mass.	E. C. Browne.....	St. Joseph, Mo.
T. J. Coolidge.....	Boston, Mass.	C. M. Carter.....	St. Joseph, Mo.
Howard Elliott.....	St. Joseph, Mo.		

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad lines represented by capital stock $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$
 5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. a St. Louis, Keok. & Nor'wn R. R. Co..	Keokuk, Iowa...	W. Quincy, Mo...	36.66	166.74
	Moody, Mo...	Hannibal, Mo...	13.25	
	Hannibal, Mo...	Louisiana, Mo...	25.32	
	Louisiana, Mo...	F'kn. Av. St. L.	91.51	
	Quiver Jct., Mo...	St. Peters, Mo...	10.55	
b St. Louis, Keok. & Nor'wn R. R. Co...	Mt. Pis. Jct., Ia...	Keokuk, Iowa...	48.01	59.06
	West Alton	Keokuk, Iowa...	.46	
	N. M'ket St. St. L.	Quincy, Ill.	.04	
5. Q. R. Co. and C. B. & Q. R. R.	W. Quincy, Mo...	Moody Mo	2.03	
H. & St. J. R. R. Co	W. Quincy, Mo...	Moody Mo	4.07	
Wabash R. R. Co	Hannibal, Mo...		.43	11.77
M. K. & T. Ry. Co	Hannibal, Mo...		.33	
Chicago & Alton R. R. Co	Louisiana, Mo...		.34	
C. B. & Q. R. R. Co	Mt. Pis Jct., Ia...	Mt. Pleasant, Ia.	.68	
Keokuk & Ham. Br Co	Keokuk, Iowa...	Union station, St. Louis	.08	
Ter. R. R. Ass'n of St. Louis	Nor. Market St. St. Louis		3.88	11.77
Total				237.57

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
First Vice-President.....	J. O. Peasley.....	Chicago, Ill.
Second Vice-President.....	Geo. B. Harris.....	Chicago, Ill.
Secretary.....	W. C. Maxwell.....	Keokuk, Iowa.
Treasurer.....	J. O. Peasley.....	Chicago, Ill.
General Manager.....	Howard Elliott.....	St. Joseph, Mo.
General Superintendent.....	S. E. Crance.....	St. Joseph, Mo.
Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
Superintendent of Telegraph.....	M. A. Baker.....	Hannibal, Mo.
Auditor.....	O. M. Carter.....	St. Joseph, Mo.
General Passenger Agent.....	L. W. Wakeley.....	St. Louis, Mo.
General Freight Agent.....	D. O. Ives.....	St. Louis, Mo.
General Solicitors.....	Spencer & Mosman...	St. Joseph, Mo.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
O. E. Perkins.....	Burlington, Iowa.	W. J. Ladd.....	Boston, Mass.
W. W. Baldwin.....	Burlington, Iowa.	John L. Gardner.....	Boston, Mass.
F. W. Hunnewell.....	Boston, Mass.		

CHICAGO, FORT MADISON & DES MOINES RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. Chicago, Fort Madison & Des Moines Ry Co.....	Fort Madison, Ia.	Ottumwa, Iowa.	71

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	E. S. Conway.....	Chicago, Ill.
Vice-President.....	E. F. Potter.....	Fort Madison, Iowa.
Secretary.....	E. H. Skinner.....	Birmingham, Iowa.
Treasurer.....	E. C. Long.....	St. Paul, Minn.
General Manager.....	E. F. Potter.....	Fort Madison, Iowa.
Division Superintendent.....	G. D. Hutchinson.....	Fort Madison, Iowa.
Chief Engineer.....	E. F. Potter.....	Fort Madison, Iowa.
Auditor.....	J. P. Irving.....	Fort Madison, Iowa.
General Passenger Agent.....	E. F. Potter.....	Fort Madison, Iowa.
General Freight Agent.....	E. F. Potter.....	Fort Madison, Iowa.
General Counsel.....	Jesse A. Baldwin.....	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
D. B. Dewey.....	Chicago, Ill.	Samuel Atlee.....	Fort Madison, Iowa.
E. S. Conway.....	Chicago, Ill.	E. H. Skinner.....	Birmingham, Iowa.
Jesse A. Baldwin.....	Chicago, Ill.	I. T. Burr.....	Boston, Mass.
Arthur Dixon.....	Chicago, Ill.	G. T. W. Braman.....	Boston, Mass.
D. S. Wegg.....	Chicago, Ill.		

CHICAGO, IOWA & DAKOTA RAILWAY COMPANY.

PROPERTY OPERATED.

Railroad line represented by capital stock:

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Chicago, Iowa & Dakota Railway.....	Eldora Junction.	Alden.....	26.4

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Conrad Miller.....	Bangor, Pa.	H. O. Stuart.....	Eldora, Iowa.
Clarence Mitchell.....	New York city.	W. S. Porter.....	Eldora, Iowa.
H. N. Brockway.....	Garner, Iowa.	C. Ledyard Blair.....	New York city.
J. D. Newcomer.....	Eldora, Iowa.		

CHICAGO, IOWA & DAKOTA RAILWAY COMPANY—CONTINUED.

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	Conrad Miller	Bangor, Pa.
Vice-President	Clarence Mitchell	New York city.
Secretary	H. N. Brockway	Ga.ner, Iowa.
Treasurer	J. D. Newcomer	Eldora, Iowa.
General Manager	W. S. Porter	Eldora, Iowa.
Superintendent of Telegraph	O. H. Gygar	Eldora, Iowa.
Auditor	H. C. Stuart	Eldora, Iowa.
General Passenger Agent	H. C. Stuart	Eldora, Iowa.
General Freight Agent	H. C. Stuart	Eldora, Iowa.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { a Main line.
b Branches and spurs.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. a Chicago Great Western Ry. Co.....	St. Paul, Minn...	Dubuque, Iowa.	253.53	712.84
	Alken, Ill.	Forest Home, Ill.	146.73	
	Oelwein, Iowa.	Des Moines, Ia.	130.83	
	Des Moines, Ia.	St. Joseph, Mo.	166.25	
	Bee Creek, Mo.	Beverly, Mo.	23	
a Total main line owned.....				121.64
b	Hayfield, Minn.	Manly Jct., Ia.	47.20	
	Sumner, Iowa.	Hampton, Ia.	63.95	
	Cedar Falls, Ia.	Wilson Cr'k, Ia.	7.48	
	Valeria, Iowa.	Coal Mines, Ia.	3.20	
b Total br'ches and spurs own'd.	Sycamore, Ill.	De Kalb, Ill.	5.81	86.73
	Eden, Minn.	Wasioja, Minn.	4	
5. St. Paul & Northern Pacific R. R.....	Minneapolis, M.	St. Paul, Minn.	10.56	
Dupleath & Dubuque Bridge Co.....	Dubuque, Iowa.	E. Dubuque, Ill.	.59	
Illinois Central R. R.	E. Dubuque, Ill.	Portage Cr'v, Ill.	18.23	
Chicago, Burlington & Northern R. R.	Portage Cr'v, Ill.	Alken, Ill.	1.85	86.73
Chicago & Northern Pacific R. R.	Forest Home, Ill.	Chicago, Ill.	10.18	
Des Moines Union railway.....	Des Moines, Ia.	.....	2.26
Kansas City Sub. Belt ky.	Kansas O., K & M	.....	2.50
Kansas City, St. Jo & Co. Bluffs.....	St. Joseph, Mo.	.....	.81
St. Joseph Terminal Co.	St. Joseph, Mo.	.....	.99
Kansas City Northwestern R. R.	Leavenw'h, Kas.	Kansas O'y, Kas.	27.91	
Atchison, Topeka & Santa Fe R. R.	Leavenw'h, Kas.	.....	3.46
Leavenworth, Topeka & Southwestern.	Leavenw'h, Kas.	.....	1.40
Chicago, Rock Island & Pacific.	Beverly, Mo.	Stillings, Mo.	3.59	
Leavenworth Terminal & Bridge Co....	Stillings, Mo.	Leavenw'h, Kas.	1.93	86.73
Atchison, Topeka & Santa Fe.	St. Joseph, Mo.	Bee Creek, Mo.	7.36	
Total opera'd under trac'ge rights				
Total.....				921.20

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	A. B. Stickney.....	St. Paul, Minn.
Vice-Presidents..	Arnold Kalman.....	St. Paul, Minn.
	A. Oppenheim.....	St. Paul, Minn.
	C. W. Benson.....	St. Paul, Minn.

CHICAGO GREAT WESTERN RAILWAY COMPANY—CONTINUED.

OFFICERS—CONTINUED.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
Secretary.....	R. C. Wight.....	St. Paul, Minn.
Treasurer.....	C. O. Kalman.....	St. Paul, Minn.
General Manager.....	S. O. Stickney.....	St. Paul, Minn.
General Superintendent.....	C. Shields.....	St. Paul, Minn.
Assistant General Superintendent.....	J. Berlingett.....	St. Paul, Minn.
Division Superintendents.....	J. A. Kelly.....	Chicago, Ill.
	J. C. Ford.....	Oelwein, Iowa.
	B. F. Egan.....	Des Moines, Iowa.
Chief Engineer.....	H. Fernstrom.....	St. Paul, Minn.
Superintendent of Telegraph.....	J. Berlingett.....	St. Paul, Minn.
Vice-President and Auditor.....	W. B. Bennet.....	St. Paul, Minn.
General Passenger Agent.....	F. H. Lord.....	Chicago, Ill.
General Freight Agent.....	P. C. Stohr.....	St. Paul, Minn.
General Solicitor.....	D. W. Lawler.....	St. Paul, Minn.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
H. A. Gardner.....	Chicago, Ill.	J. W. Lusk.....	St. Paul, Minn.
H. E. Fletcher.....	Minneapolis, Minn.	William Dawson.....	St. Paul, Minn.
A. Oppenheim.....	St. Paul, Minn.	A. Kalman.....	St. Paul, Minn.
S. O. Stickney.....	St. Paul, Minn.	A. B. Stickney.....	St. Paul, Minn.
O. W. Benson.....	St. Paul, Minn.		

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
PROPERTY OPERATED.

FROM—	TO—	Illinois.	Wisconsin.	Iowa.	Minnesota.	North Dakota.	South Dakota.	Missouri.	Michigan.	Total.
Chicago.....	Milwaukee.....	44.87	37.92							82.80
Rondout.....	Libertyville.....	3.00								3.00
Chicago.....	Glendale Park.....	18.50								18.50
North Chicago.....	Pacific Junction.....	3.30								3.30
Pacific Junction.....	Savannah.....	132.02								132.02
Sawwood.....	Dunning.....	2.98		849.18						852.16
Savanna.....	Council Bluffs.....	2.90		10.05						12.95
Elk River Junction.....	Clinton.....			151.30						151.30
Davenport.....	Jackson Junction.....			24.61						24.61
Edinburg.....	Hartsville.....			43.68						43.68
Farley.....	Farley.....			97.00						97.00
Marion.....	Ottumwa.....			62.37				140.87		202.64
Ottumwa Junction.....	Camburg.....									202.64
Racine.....	Kittredge.....	50.63	69.81							119.94
Savanna.....	Fort Byron Junction.....	47.70	16.59							64.29
Elkhorn.....	Eagle.....	14.94	185.36							200.30
Rockton.....	Rockford.....		80							80
Milwaukee.....	Prairie du Chien.....		10.37							10.37
Stock Yards, Milwaukee.....	Merrill Park.....		16.23							16.23
Mazomanie.....	Prairie du Sac.....		76.84							76.84
Lone Rock.....	Richland Center.....		13.86							13.86
Milton.....	Shullsburg.....		22.78							22.78
Jan-ville.....	Beoit.....		31.28							31.28
Brodhead.....	New Glarus.....	1.01								1.01
Warren.....	Miner Point.....									
Calamine.....	Platteville.....		17.08							17.08
South Milwaukee.....	La Crosse.....		194.37							194.37
Watertown Junction.....	Madison.....		36.48							36.48
Portage City.....	East Madison.....		33.01							33.01
New Lisbon.....	Necedah.....		12.74							12.74
Viroqua Junction.....	Necedah.....		23.17							23.17
North La Crosse.....	Viroqua.....		3.76							3.76
Onalaska.....	Onalaska.....		180.30							180.30
Star Lake.....	Star Lake.....		100.87							100.87
Portage City.....	Portage City.....		6.17							6.17
Merill Park.....	North Milwaukee.....		1.06							1.06
Cement Line Junction.....	Rock.....		24.52							24.52
Iron Ridge.....	Fond du Lac.....		42.30							42.30
Horicon.....	Berlin.....		11.49							11.49
Brandon.....	Markesan.....		19.09							19.09
Ripon.....	Whitosh.....		14.89							14.89
Kush Lake Junction.....	Winneconne.....			186.18	24.93					211.11
Sabula Junction.....	River Junction.....			35.77						35.77
Bellevue.....	Cascade.....			58.34						58.34
Turkey River Junction.....	West Union.....									58.34

[illegible]

Main track owned solely.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME.	Miles of line for each road named.	Miles of line for each class of rd's named.
<i>Brought forward</i>		6,139.63
MILES OF MAIN LINE TRACK IN WHICH THIS COMPANY OWNS A JOINT INTEREST WITH—		
Chicago & North-Western Railway company, Chicago.....		
Pittsburg, Cincinnati, Chicago & St. Louis Railway company, Chicago.....	.30	
Wisconsin Central lines, Chippewa Falls.....	1.63	
Chicago & North-Western Railway company, Chicago.....	.10	
Pittsburg, Cincinnati, Chicago & St. Louis Railway company, Chicago.....	5.20	
Chicago, St. Paul, Minneapolis & Omaha Railway Co., Mendota to St. Paul.....	.16	
Chicago, Burlington & Quincy Railroad company, Davis Junction.....	1.67	
Davenport, Iowa & Dakota Railway company, Davenport.....		
Illinois Central railroad, Sioux City.....		
Cincinnati, St. Paul, Minneapolis & Omaha railway, Sioux City.....	11	
Sioux City & Pacific railway, Sioux City.....		
Chicago & North-Western Railway company, Fond du Lac.....	.28	
Wisconsin Central lines, Neenah & Menasha.....	1.39	
Total	11.13	
One-half is		5.56
Total miles main track owned either solely or jointly		6,145.19
Lines operated under joint ownership		5.57
Total miles main track owned solely or owned or operated jointly		6,150.75
LINES OPERATED UNDER TRACKAGE RIGHTS.		
Pittsburg, Cincinnati, Chicago & St. Louis railway, Chicago.....	2.87	
Illinois Central railroad, Dubuque.....	.67	
Kansas City Belt railway, Osburg to Kansas City.....	6.83	
Chicago, Burlington & Quincy railway, Rockford to Davis Junction.....	11.97	
Chicago, Rock Island & Pacific railway, Port Byron Junction to Rock Island.....	6.73	
Union Pacific railway, Council Bluffs to South Omaha.....	8.60	
Total		37.17
Total miles main track		6,187.92

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Roswell Miller.....	Chicago, Ill.
Vice-President.....	Frank S. Bond.....	New York.
Secretary.....	P. M. Myers.....	Milwaukee, Wis.
Treasurer.....	F. G. Ranney.....	Chicago, Ill.
Second Vice-Prest. and Gen. Mgr..	A. J. Earling.....	Chicago, Ill.
General Superintendent.....	W. G. Collins.....	Chicago, Ill.
Assistant General Superintendents	Three in number.	
Division Superintendents.....	Sixteen in number.	
Chief Engineer.....	D. J. Whittemore.....	Chicago, Ill.
Superintendent of Telegraph.....	U. J. Fry.....	Milwaukee, Wis.
General Auditor.....	W. N. D. Winne.....	Chicago, Ill.
General Passenger Agent.....	G. H. Heafford.....	Chicago, Ill.
General Freight Agent.....	J. H. Hylan.....	Chicago, Ill.
General Solicitor.....	Burton Hanson.....	Chicago, Ill.

DIRECTORS.

DIRECTORS.	POSTOFFICE ADDRESS.	DIRECTORS.	POSTOFFICE ADDRESS.
Philip D. Armour.....	Chicago, Ill.	Joseph Milbank.....	New York, N. Y.
August Belmont.....	New York, N. Y.	Roswell Miller.....	Chicago, Ill.
Frank S. Bond.....	New York, N. Y.	J. M. McKinlay.....	New York, N. Y.
Charles H. Ooster.....	New York, N. Y.	William Rockefeller.....	New York, N. Y.
Charles D. Dickey, Jr..	New York, N. Y.	Samuel Spencer.....	New York, N. Y.
Peter Geddes.....	New York, N. Y.	A. Van Santvoord.....	New York, N. Y.
Frederick Layton.....	Milwaukee, Wis.		

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
Chicago, Rock Island & Pacific railway....	Chicago, Ill.	Co'ncl Bluffs, Ia	499.63	
	Davenport, Iowa	Winthrop, Mo...	341.84	
	Edgerton Jc, Mo	Leavenw'th Kan	20.31	
	Washington, Ia.	Knoxville, Iowa.	79	
	S. Englewood, Ill	S. Chicago, Ill...	7.50	
	Wilton, Iowa....	Muscatine, Iowa	11.98	
	Wilton, Iowa....	Lime Kiln, Iowa	8.08	
	Newton, Iowa....	Monroe, Iowa....	17	
	Des Moines, Iowa	Indianola and Winterset, Ia	47.07	
	Menlo, Iowa....	Guthrie, Ia	14.83	
	Atlantic, Iowa..	Audubon, Iowa..	24.54	
	Atlantic, Iowa..	Griswold, Iowa..	14.71	
	Avoca, Iowa....	Carson, Iowa....	17.61	
	Avoca, Iowa....	Harlan, Iowa....	11.84	
	Mt. Zion, Iowa..	Keosauqua, Ia...	4.50	
	Altamont, Mo....	St. Joseph, Mo....	49.66	
	S. St. Joseph, Mo.	Rushville, Mo....	14.70	
	Kansas City, Mo.	Armo'dale, Kan	2.40	
	S. Omaha, Neb..	Jansen, Neb....	107.03	
	Elwood, Kan....	Liberal, Kan....	439.54	
	Herrington, Kan.	Terral, I. T....	249.07	
	Herrington, Kan.	Salina, Kan....	49.30	
	Horton, Kan....	Roswell, Col....	568.65	
	Fairbury, Neb....	Nelson, Neb....	51.53	
	McFarland, Kan	Belleville, Kan	108.98	
	Dodge City, Kan	Bucklin, Kan....	26.64	
Peoria & Bureau Valley railroad.....	Bureau, Ill.	Peoria, Ill.	46.70	2,880.70
Keokuk & Des Moines railway.....	Keokuk, Iowa....	Des Moines, Iowa	182.20	
Des Moines & Fort Dodge railroad.....	Des Moines, Iowa	Fort Dodge and Ruthven, Iowa	143.76	
Hannibal & St. Joseph railroad.....	Cameron, Mo....	Kansas City, Mo.	54.33	
Union Pacific railway.....	Co'ncl Bluffs, Ia	S. Omaha, Neb..	7.03	
	Kansas City, Mo	N. Topeka, Kan.	67.35	
	Limon, Col.....	Denver, Col.....	89.78	
Denver & Rio Grande railroad.....	Denver, Col.....	Pueblo, Col.....	119.60	
Total.....				3,571.41

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	R. R. Cable.....	Chicago, Ill.
Vice-Presidents.....	Benjamin Brewster.....	New York.
	W. G. Purdy.....	Chicago, Ill.
	W. H. Truesdale.....	Chicago, Ill.
Assistant to President.....	H. A. Parker.....	Chicago, Ill.
Treasurer and Secretary.....	W. G. Purdy.....	Chicago, Ill.
General Manager.....	W. H. Truesdale.....	Chicago, Ill.
General Superintendent.....	A. J. Hitt.....	Chicago, Ill.
Assistant General Superintendent.....	W. H. Stillwell.....	Topeka, Kan.
	O. H. Hubbell.....	Chicago, Ill.
	C. L. Nichols.....	Blue Island, Ill.
	Harry Fox.....	Des Moines, Iowa.
	C. N. Gilmore.....	Des Moines, Iowa.
Division Superintendents.....	W. J. Lawrence.....	Trenton, Mo.
	W. M. Hobbs.....	Horton, Kan.
	F. O. Smith.....	Colorado Springs, Col.
	O. W. Jones.....	Herrington, Kan.
	S. B. Hovey.....	Fort Worth, Texas.
Chief Engineer.....	H. A. Parker.....	Chicago, Ill.
Superintendent of Telegraph.....	A. R. Swift.....	Chicago, Ill.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY—CONTINUED.

OFFICERS—CONTINUED.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
Auditor.....	S. C. Matthews.....	Chicago, Ill.
General Passenger Agent.....	John Sebastian.....	Chicago, Ill.
General Freight Agents.....	H. Gower.....	Chicago, Ill.
	J. Atwood.....	Topeka, Kan.
General Attorneys.	Robert Mather.....	Chicago, Ill.
	M. A. Low.....	Topeka, Kan.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
R. P. Flower.....	New York, N. Y.	H. H. Porter.....	Chicago, Ill.
Benj. Brewster.....	New York, N. Y.	Marshall Field.....	Chicago, Ill.
H. R. Bishop.....	New York, N. Y.	John DeKoven.....	Chicago, Ill.
Henry M. Flagler.....	New York, N. Y.	W. G. Purdy.....	Chicago, Ill.
Alexander E. Orr.....	New York, N. Y.	E. R. Cable.....	Rock Island, Ill.
David Dows, Jr.....	New York, N. Y.	F. H. Griggs.....	Davenport, Iowa.
Alex. T. Van Nest.....	New York, N. Y.		

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

MILES OF COMPLETED ROAD JUNE 30, 1896.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
LINES CHARTERED AS OR CONSOLIDATED WITH CHICAGO & NORTH-WESTERN RAILWAY COMPANY.								
Chicago to Council Bluffs.....	491.00	137.88	353.12					
Chicago to Freeport.....	121.00	121.00						
Geneva to Aurora.....	9.40	9.40						
Geneva to St. Charles.....	2.40	2.40						
Sycamore to Cortland.....	4.64	4.64						
Elgin to Williams' Bay.....	51.04	35.82		15.22				
Belvidere to Spring Valley.....	75.78	75.78						
So. Branch Junct to River (Chicago).....	4.50	4.50						
Olinnton to Anamosa (quarry).....	73.57		73.57					
Stanwood to Tipton.....	8.50		8.50					
Out off near Cedar Rapids.....	5.96		5.96					
Des Moines to Jewell Junction.....	59.09		59.09					
Tama to Elmore.....	164.56		164.56					
Jewell Junction to Wall Lake Junction.....	73.68		73.68					
Eagle Grove to Hawarden.....	145.20		145.20					
Belle Plaine to Muchakinock.....	61.00		64.00					
Boone to coal banks.....	3.25		3.25					
Maple River Junction to Onawa.....	80.85		80.85					
Wall Lake to Moville.....	79.87		79.87					
Carroll to Kirkman.....	34.81		34.81					
Manning to Audubon.....	17.00		17.00					
Chicago to Ft. Howard.....	242.20	69.73		172.47				
Aeppletun Water Power extension.....	3.63			3.63				
Konosha to Rockford.....	72.10	44.08		28.02				
Chicago to Montrose.....	5.20	5.20						
Montrose to North Evanston.....	7.69	7.69						
Chicago to Milwaukee.....	81.00	44.00		40.40				
Milwaukee to Fond du Lac.....	62.63			62.63				
Shiboygan to Princeton.....	78.40			78.40				
Milwaukee to Montfort.....	140.48			140.48				
Montfort to Galena.....	45.84	10.30		35.04				
Montfort to Woodman.....	30.50			30.50				

CHICAGO & NORTH-WESTERN RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
Lines Chartered—Continued—								
Ipswich to Platteville.....	4.00			4.00				
Lancaster Junction to Lancaster.....	12.04			12.04				
Janesville to Afton.....	6.10			6.10				
Belvidere to Winona.....	227.00	21.00		206.87		13		
Winona Junction to La Crosse.....	8.96			8.96				
Trempealeau to Galeville.....	6.71			6.71				
Evansville to Jamesville.....	15.68			15.68				
Ft. Seward to Republic.....	202.54			40.45	153.19			
Clawrie to Michigan.....	10.44				10.44			
Wabec to Champion.....	1.23				1.23			
Powers to Watersmeet.....	104.33			13.73	90.60			
Stager to Crystal Falls.....	9.10				9.10			
Narenta to Metropolitan.....	34.86				34.86			
BRANCHES TO MINES—								
Off Main Line.....	42.27				42.27			
Off E & L S Line.....	8.44				8.44			
Off Menominee River Line.....	36.13			4.71	31.42			
Crystal Falls to Hemlock Mine.....	15.00				15.00			
Off Ashland Division.....	34.23			4.89	29.33			
Industries of Ashland Division.....	21.44			20.92	.52			
Lake Shore Junction to Ashland, Wis.....	236.13			319.24	66.89			
Monico Junction to Hurley, Wis.....	88.11			88.11				
Two Rivers Junction to Two Rivers, Wis.....	6.35			6.35				
Hortonville to Oshkosh, Wis.....	23.10			23.10				
Eland Junction to Marshfield, Wis.....	63.87			63.87				
North of Antigo to E Bryant Switch.....	7.37			7.37				
Pratt Junction to Harrison.....	17.85			17.85				
Parrish Junction to Parrish.....	4.54			4.54				
Watersmeet to Uhoate.....	22.82				22.82			
Interior Junction to Interior.....	1.61				1.61			
Craigsmere to Robbins.....	3.47				3.47			
Hurley to end of track.....	12.97			12.97				
Plato River Junction to end of track.....	2.60			2.60				
Extension through section 34.....	1.84			1.84				
Total C. & N.-W. Ry. (Chart. or Con.)	3,782.29	593.97	1,163.12	1,506.54	521.19	.47		
PROPRIETARY LINES, VIZ.—								
Princeton & Western Railway.....	16.06							
Valley Junction to Necedah.....				16.06				
Winona and St. Peter Railroad.....	448.48							
Winona to Watertown.....						288.50	84.48	
Mankato Junction to Mankato.....						8.75		
Sleepy Eye to Redwood Falls.....						24.40		
Rochester to Zumbrota.....						24.48		
Eyota to Plainview.....						15.01		
Eyota to Chatfield.....						11.46		
Tracy to Dakota line.....						46.40		
Dakota Central Railway.....	733.93							
Minnesota State Line to Pierre.....							209.11	
James Valley Junction to Oakes.....							117.67	14.28
Watertown Junction to Watertown.....							43.81	
Watertown to Gettysburg.....							146.25	
Iroquois to Hawarden (state line).....							125.49	
Centerville to Yankton.....							28.46	
Doland to Groton.....							38.84	
Total.....	1,188.47			16.06		414.00	744.13	14.28
LEASED LINES, VIZ.—								
St. Paul Eastern Grand Trunk Railway..	60.02							
Ollintonville to Oconto.....				56.00				
Spurs.....				4.02				
Total.....	60.02			60.02				

RECAPITULATION.

O. & N.-W. Ry. (chartered or consolidated)	3,782.29	593.97	1,163.12	1,506.54	521.19	.47		
Proprietary Lines.....	1,188.47			16.06		414.00	744.13	14.28
Leased Lines.....	60.02			60.02				
Grand total.....	5,030.78	593.97	1,163.12	1,579.62	521.19	414.47	744.13	14.28

CHICAGO & NORTH-WESTERN RAILWAY COMPANY—CONTINUED.

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	Albert Keep.	Chicago, Ill.
President.....	Marvin Hughitt.	Chicago, Ill.
Vice-President.....	Martin L. Sykes.	New York, N. Y.
Secretary.....	Martin L. Sykes.	New York, N. Y.
Treasurer.....	Martin L. Sykes.	New York, N. Y.
General Manager.....	John M. Whitman.	Chicago, Ill.
General Superintendent.....	Sherburne Sanborn.	Chicago, Ill.
Division Superintendents. {	Peter Hallenbeck.	Boone, Iowa.
Lines	R. H. Aishton.	E. gle Grove, Iowa.
Chief Engineer.....	John E. Blunt.	Chicago, Ill.
Superintendent of Telegraph	George H. Thayer.	Chicago, Ill.
Auditor.....	J. B. Redfield.	Chicago, Ill.
General Passenger Agent.....	Warren B. Kniskern.	Chicago, Ill.
General Freight Agent.....	Hiram R. McCullough.	Chicago, Ill.
General Counsel.....	Lloyd W. Bowers.	Chicago, Ill.

DIRECTORS.

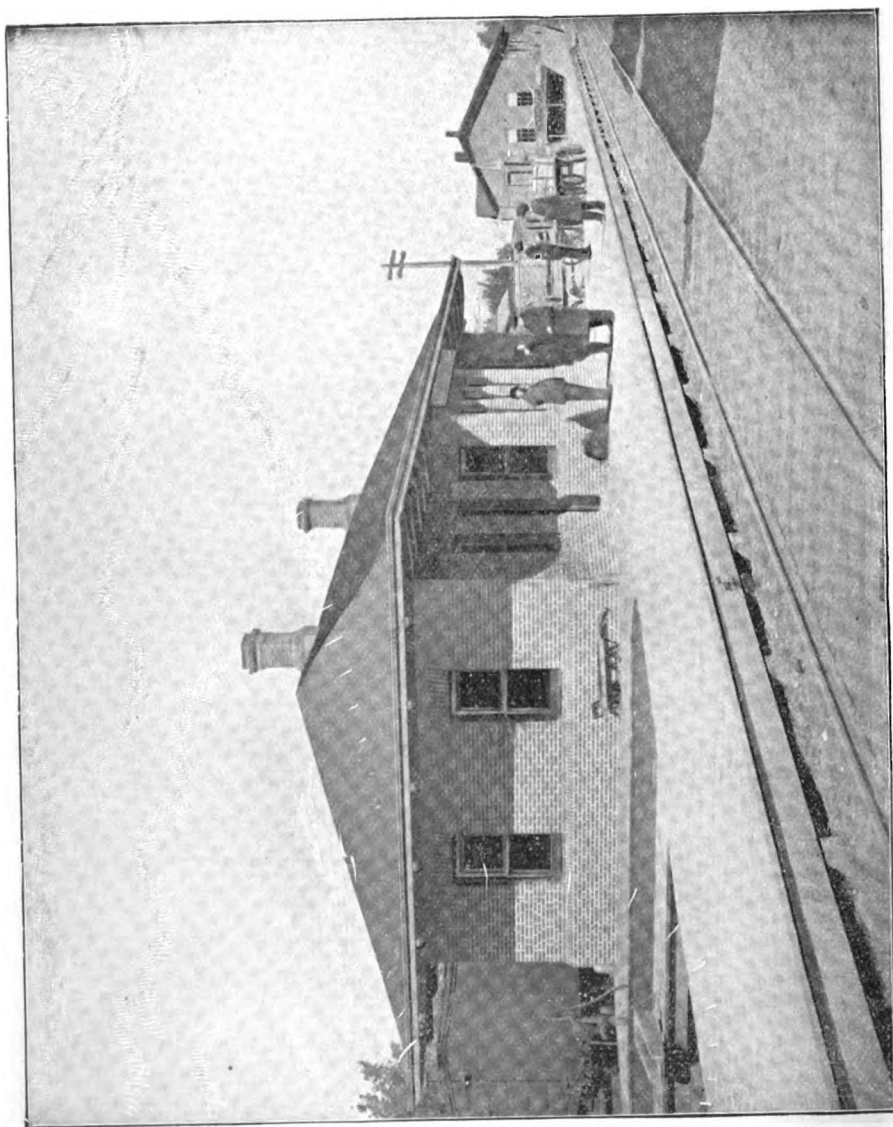
NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
David P Kimball	Boston, Mass.	Marvin Hughitt.....	Oh'cago, Ill.
Chauncey M. Depew.....	New York.	N. K. Fairbank.....	Chicago, Ill.
Samuel F. Barger.....	New York.	Byron L. Smith.....	Chicago, Ill.
Albert Keep.....	Chicago, Ill.	Cyrus H. McCormick...	Chicago, Ill.
M. L. Sykes.....	New York.	F. W. Vanderbilt.....	New York.
James O. Fargo.....	New York.	W. K. Vanderbilt.....	New York.
Zenas Crane.....	Dalton, Mass.	H. McK. Twombly.....	New York.
Oliver Ames.....	Boston, Mass.	John I. Blair.....	Blairstown, N. J.
James Stillman.....	New York.		

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY

PROPERTY OPERATED.

1. Railroad line represented by capital stock $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$
2. Proprietary companies whose entire capital stock is owned by this company.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of/ds named.
	FROM—	TO—		
1. <i>a</i> MAIN LINE. Chicago, St. Paul, Minneapolis & O. Ry.	Elroy.....	St Paul.....	195.17	862.81
	N. Wisconsin Jct	Bayfield.....	178.24	
	Eau Claire.....	Spooner.....	81.51	
	Superior Jct.....	Itasca St. Switch	60.57	
	St. Paul.....	Le Mars.....	243.75	
	Missouri Riv. at Oovington.....	Omaha.....	123.06	
1. <i>b</i> BRANCHES AND SPURS. Chicago, St. Paul, Minneapolis & O. Ry.	St. Croix Draw Bridge.....	Stillw'ter Switch	4.55	
	Stillwater Jct.....	Stillwater.....	3.30	
	River Falls Jct..	Ellsworth.....	24.82	
	Merrillan.....	Marshfield.....	38.07	
	Ashland Jct.....	Ashland.....	4.38	
	Ashland Shore Line.....		1.31	
	West Eau Claire.	Shaw's Mills....	2.74	



CHICAGO GREAT WESTERN RAILWAY.
Waterloo Passenger Station.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RY. CO.—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
1. b BRANCHES AND SPURS—Continued— Chicago, St. Paul, Minneapolis & O. Ry.	Fairchild.....	Mondovi.....	37 00	
	Menominee Jct..	Menominee City.	8.01	
	Menominee Jct..	Oscar Falls.....	2.01	
	Lake Crystal....	Elmore.....	43 48	
	Heron Lake.....	Pipestone.....	55 10	
	Sioux Falls Jct..	Mitchell.....	130 73	
	Luverne.....	Doon.....	28 00	
	Coburn Jct.....	Newcastle.....	28 95	
	Emerson.....	Norfolk.....	46 50	
	Wakefield.....	Hartington.....	33 76	
	Wayne.....	Bloomfield.....	43 14	
				529.45
2. PROPRIETARY COMPANIES. Superior Short Line railway.....	Superior City....	Connor's Point..	8.28	
	Rice's Point.....	Duluth.....	2.60	
				10.88
5. TRackage RIGHTS. St. L. E. B. (N. P. R. R.).....	West Superior....	Rice's Point.....	1.59	
Great Northern railway.....	St. Paul.....	Minneapolis.....	11.40	
Minneapolis & St. Louis railroad.....	Minneapolis.....	Merriam Jct.....	27 00	
Illinois Central railroad.....	Le Mars.....	Sioux City.....	25.20	
Sioux City Bridge company.....	Bridge across Missouri river and tracks at Sioux City...		3.90	
Sioux City & Pacific railroad.....	Sioux City.....	Sioux City bridge track.....	.50	
				69.50
Total.....				1,492.23

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Marvin Hughitt.....	Chicago, Ill.
Vice-President.....	M. L. Sykes.....	New York.
Secretary.....	E. K. Woodman.....	Hudson, Wis.
Treasurer.....	M. L. Sykes.....	New York.
General Manager.....	E. W. Winter.....	St. Paul, Minn.
General Superintendent.....	W. A. Scott.....	St. Paul, Minn.
	James McCabe.....	St. Paul, Minn.
Division Superintendents.....	A. W. Trenholm.....	Itasca, Wis.
	H. Spencer.....	Mankato, Minn.
	H. S. Jaynes.....	Omaha, Neb.
Chief Engineer.....	C. W. Johnson.....	St. Paul, Minn.
Superintendent of Telegraph.....	H. C. Hope.....	St. Paul, Minn.
Auditor.....	L. A. Robinson.....	St. Paul, Minn.
General Passenger Agent.....	I. W. Teasdale.....	St. Paul, Minn.
General Freight Agent.....	James T. Clark.....	St. Paul, Minn.
General Counsel.....	Thomas Wilson.....	St. Paul, Minn.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Martin L. Sykes.....	New York, N. Y.	H. McK. Twombly.....	New York, N. Y.
John W. Whitman.....	Chicago, Ill.	Marvin Hughitt.....	Chicago, Ill.
Thomas Wilson.....	St. Paul, Minn.	David P. Kimball.....	Boston, Mass.
John A. Humbird.....	St. Paul, Minn.	Edwin W. Winter.....	St. Paul, Minn.
Albert K. Kep.....	Chicago, Ill.	Byron L. Smith.....	Chicago, Ill.
Cornellus Vanderbilt..	New York, N. Y.	Chauncey M. Depew....	New York, N. Y.
William K. Vanderbilt..	New York, N. Y.		

NINETEENTH ANNUAL REPORT OF THE SIOUX CITY & PACIFIC RAILROAD COMPANY.

PROPERTY OPERATED.

3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r/ds named.
	FROM—	TO—		
Sioux City & Pacific Railroad Company....	Sioux City, Iowa Missouri Valley.	Fremont, Neb.... California Junc.	101 54 5.84	
Total main line represented by capital stock.....				107.42

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Marvin Hughitt.....	Chicago, Ill.
Vice-President.....	Martin L. Sykes.....	New York.
Secretary.....	Joseph B. Redfield.....	Chicago, Ill.
Treasurer.....	Marshall M. Kirkman.....	Chicago, Ill.
General Manager.....	Horace G. Burt.....	Omaha, Neb.
General Superintendent.....	Charles C. Hughes.....	Omaha, Neb.
Division Superintendent.....	Henry O. Mahanna.....	Fremont, Neb.
Chief Engineer.....	John B. Berry.....	Omaha, Neb.
Superintendent of Telegraph.....	William P. McFarlane.....	Omaha, Neb.
Auditor.....	Joseph B. Redfield.....	Chicago, Ill.
General Passenger Agent.....	John R. Buchanan.....	Omaha, Neb.
General Freight Agent.....	Kingsley O. Mouchouse.....	Omaha, Neb.
General Counsel....	Lloyd C. Bowers.....	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Marvin Hughitt.....	Chicago, Ill.	W. H. Stennett.....	Chicago, Ill.
Albert Keep.....	Chicago, Ill.	W. H. Newman.....	Chicago, Ill.
M. L. Sykes.....	New York, N. Y.	J. M. Whitman.....	Chicago, Ill.
David P. Kimball.....	Boston, Mass.	J. B. Redfield.....	Chicago, Ill.
M. M. Kirkman.....	Chicago, Ill.		

CROOKED CREEK RAILROAD & COAL COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Crooked Creek Railroad & Coal Company.....	End Tr'k Lehigh Border Plains...	Webster City.... Judd	17.61 4.8
Total.....			22.41

CROOKED CREEK RAILROAD & COAL COMPANY--CONTINUED.

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	W. C. Willson.....	Webster City, Iowa.
Vice-President.....	John Q. Burnham.....	Milwaukee, Wis.
Secretary.....	J. M. Funk.....	Webster City, Iowa.
Treasurer.....	J. M. Funk.....	Webster City, Iowa.
General Manager.....	W. C. Willson.....	Webster City, Iowa.
Auditor.....	C. M. Kellogg.....	Lehigh, Iowa.
General Passenger Agent.....	F. E. Willson.....	Webster City, Iowa.
General Freight Agent.....	F. E. Willson.....	Webster City, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
W. C. Willson.....	Webster City, Iowa.	C. T. Burnham.....	Milwaukee, Wis.
F. E. Willson.....	Webster City, Iowa.	A. K. Hamilton.....	Milwaukee, Wis.
J. M. Funk.....	Webster City, Iowa.	Mrs. E. L. Hanson.....	Chicago, Ill.
John Q. Burnham.....	Milwaukee, Wis.		

DES MOINES NORTHERN & WESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of rds named.
	FROM—	TO—		
1. Des Moines Northern & Western R. R. Co.	Des Moines.....	Boone.....	42.30	
1. Des Moines Northern & Western R. R. Co.	Clive.....	Fonda.....	107.70	
5. Des Moines Union railway.....	Terminals at Des	Moines.....	1.00	150.00
Total.....				1.00
				151.00

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	F. M. Hubbell.....	Des Moines, Iowa.
Vice-President.....	F. C. Hubbell.....	Des Moines, Iowa.
Secretary.....	A. N. Denman.....	Des Moines, Iowa.
Treasurer.....	H. D. Thompson.....	Des Moines, Iowa.
General Superintendent.....	F. C. Hubbell.....	Des Moines, Iowa.
Superintendent of Telegraph.....	F. Horton.....	Des Moines, Iowa.
Auditor.....	W. J. Souder.....	Des Moines, Iowa.
General Passenger Agent.....	J. N. Tittlemore.....	Des Moines, Iowa.
General Freight Agent.....	J. N. Tittlemore.....	Des Moines, Iowa.
General Solicitor.....	A. B. Cummins.....	Des Moines, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
O. A. Goodnow.....	Chicago, Ill.	F. C. Hubbell.....	Des Moines, Iowa.
A. J. Earling.....	Chicago, Ill.	A. B. Cummins.....	Des Moines, Iowa.
P. M. Myers.....	Chicago, Ill.	H. D. Thompson.....	Des Moines, Iowa.
F. M. Hubbell.....	Des Moines, Iowa.		

NINETEENTH ANNUAL REPORT OF THE
DUBUQUE & SIOUX CITY RAILROAD COMPANY.
PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line.
b Branches and spurs.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
1. <i>a</i> Dubuque & Sioux City railroad.....	Dubuque.....	Sioux City.....	.....	336.59
1. <i>b</i> Dubuque & Sioux City railroad	Manchester	Cedar Rapids.....	41.85	
	Cherokee	Onawa	59.10	
	Cherokee	Sioux Falls, S. D.	98.48	
	Cedar Falls, Jct.	Minn state line.....	.....	197.43
				75.58
Total.				599.59

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Stuyvesant Fish.....	Chicago, Ill.
Vice-President.....	J. C. Welling.....	Chicago, Ill.
Second Vice-President.....	E. C. Woodruff.....	Elizabeth, N. J.
Secretary.....	A. G. Hackstaff.....	New York.
Treasurer.....	E. T. Gibson.....	New York.
Assistant Secretary.....	C. H. Booth.....	Dubuque, Iowa.
Assistant Treasurer.....	C. H. Booth.....	Dubuque, Iowa.

OFFICERS OF THE OPERATING COMPANY.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Stuyvesant Fish.....	Chicago, Ill.
Vice-President.....	J. C. Welling.....	Chicago, Ill.
Second Vice-President.....	J. T. Harahan.....	Chicago, Ill.
Secretary.....	A. G. Hackstaff.....	New York.
Treasurer.....	E. T. H. Gibson.....	New York.
Local Treasurer.....	J. F. Titus.....	Chicago, Ill.
General Superintendent.....	A. W. Sullivan.....	Chicago, Ill.
Assistant General Superintendent.....	J. G. Hartigan.....	Chicago, Ill.
Division Superintendents.....	F. B. Harriman.....	Dubuque, Iowa.
	O. K. Dixon.....	Cherokee, Iowa.
Traffic Manager.....	T. J. Hudson.....	Chicago, Ill.
Assistant Traffic Manager.....	M. C. Markham.....	Chicago, Ill.
Chief Engineer.....	J. F. Wallace.....	Chicago, Ill.
Superintendent of Telegraph.....	G. M. Dugan.....	Chicago, Ill.
Auditor Freight Receipts.....	F. Fairman.....	Chicago, Ill.
Auditor Passenger receipts.....	A. D. Joslin.....	Chicago, Ill.
Auditor of Disbursements.....	F. Anderson.....	Chicago, Ill.
General Passenger Agent.....	A. H. Hanson.....	Chicago, Ill.
General Freight Agent.....	W. E. Keepers.....	Chicago, Ill.
General Solicitor.....	James Fentress.....	Chicago, Ill.
Counsel.....	B. F. Ayer.....	Chicago, Ill.
Attorneys.....	W. J. Knight.....	Dubuque, Iowa.
	J. F. Duncombe.....	Ft. Dodge, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Stuyvesant Fish.....	Chicago, Ill.	M. M. Walker.....	Dubuque, Iowa.
E. T. Gibson.....	New York.	F. D. Stout.....	Dubuque, Iowa.
J. T. Harahan.....	Chicago, Ill.	J. W. Conchar.....	Dubuque, Iowa.
E. H. Harriman.....	New York.	O. O. Tolerton.....	Sioux City, Iowa.
S. V. K. Cruger.....	New York.	W. H. Torbert.....	Dubuque, Iowa.
J. C. Welling.....	Chicago, Ill.	A. E. Loomis.....	Fort Dodge, Iowa.
C. W. Mitchell.....	Dubuque, Iowa.	S. L. Dows.....	Cedar Rapids, Iowa.
J. V. Rider.....	Dubuque, Iowa.		

**DES MOINES UNION RAILWAY COMPANY.
PROPERTY OPERATED.**

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
Des Moines Union Railway Company.....	Des Moines.....	Des Moines.....	2.70	2.70
Total.....			2.70	2.70

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	F. C. Hubbell.....	Des Moines, Iowa.
Vice President.....	A. B. Cummins.....	Des Moines, Iowa.
Secretary.....	F. M. Hubbell.....	Des Moines, Iowa.
Treasurer.....	H. D. Thompson.....	Des Moines, Iowa.
General Superintendent.....	J. A. Wagner.....	Des Moines, Iowa.
Auditor.....	E. G. Mitchell.....	Des Moines, Iowa.
General Solicitor.....	A. B. Cummins.....	Des Moines, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS	NAME.	POSTOFFICE ADDRESS.
F. C. Hubbell.....	Des Moines, Iowa.	A. N. Denman.....	Des Moines, Iowa.
F. M. Hubbell.....	Des Moines, Iowa.	C. Huttenlocher.....	Des Moines, Iowa.
A. D. Thompson.....	Des Moines, Iowa.	James Ramsey, Jr.....	St. Louis, Mo.
A. B. Cummins.....	Des Moines, Iowa.	H. L. Magee.....	St. Louis, Mo.

HUMESTON & SHENANDOAH RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. Humeston & Shenandoah Railroad.....	Van Wert, Iowa.	Shenandoah, Ia.	95.45	95.45
5. Keokuk & Western Railroad.....	Humeston, Iowa.	Van Wert, Iowa.	17.08	17.08
Total.....			112.53	112.53

This report covers the operations of the Humeston & Shenandoah Railroad company for July 1 and 2, 1895, and of Erskine C. Murphy, receiver thereof, from July 3, 1895, to May 1, 1896, at which time the Humeston & Shenandoah Railway company succeeded to the property by purchase. At the same time the Humeston & Shenandoah railway was leased to the Chicago, Burlington & Quincy Railroad company, and the operations of the lessor company for May and June, 1896, will be included in the report of the lessee company.

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
UNTIL MARCH 30, 1896.		
President.....	James F. How.....	St. Louis, Mo.
Secretary.....	E. C. Murphy.....	Clarinda, Iowa.
Treasurer.....	W. W. Baldwin.....	Burlington, Iowa.
UNTIL APRIL 30, 1896.		
Auditor and Assistant Treasurer.....	J. H. Ellis.....	Clarinda, Iowa.
Gen'l Passenger and Freight Agent.....	H. S. Nelson.....	Clarinda, Iowa.
Receiver.....	Erskine C. Murphy.....	Clarinda, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
James F. How	St. Louis, Mo.	W. W. Baldwin	Burlington, Iowa.
Charles M. Hayes	St. Louis, Mo.	H. B. Scott	Burlington, Iowa.
George S. Grover	St. Louis, Mo.	H. E. Jarvis	Burlington, Iowa.

PROPERTY OPERATED.

1. Railroad line represented by capital stock $\begin{cases} a & \text{Main line.} \\ b & \text{Branches and spurs.} \end{cases}$
4. Line operated under lease for specified sum.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named	Miles of line for each class of rd named.
	FROM—	TO—		
1. a Main line.....	Albia, Iowa Oskaloosa, Iowa. Mississippi river	Northwood, Ia... Mississippi river Iowa Jct., Ill....	189.481 93.187 88.659	373.267
b Branches.....	Hampton, Iowa..	Belmond, Iowa..	29.203	
	Minerva Jct., Ia.	Story City, Iowa	31.510	
	Newburg, Iowa..	State Center, Ia	28.640	
	G & M. Jc., Iowa	Montezuma, Ia..	13.612	
Spur.....	New Sharon, Ia.	Newton, Iowa ..	27.748	129.644
Branch.....	Carbon Jc., Iowa	Carbonado, Iowa	2.431	
	Lynnville, Jc, Ia	Lynnville, Iowa.	2.500	2.570
3. Keithsburg Bridge Company.....	Across Miss. riv'r	Keithsburg, Ill..	.....	3.500
5. Peoria & Pekin Union Railway.....	Iowa Jct., Ill....	Peoria, Ill.....	.....	503.991
Total.....				

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	Russell Sage.	New York, N. Y.
Vice-President.....	E. E. Chase.	New York, N. Y.
Secretary.....	George R. Morse.	New York, N. Y.
Treasurer.....	George R. Morse.	New York, N. Y.
General Manager.....	L. M. Martin.	Marshalltown, Iowa.
General Superintendent.....	C. W. Huntington.	Marshalltown, Iowa.
Superintendent of Telegraph.....	B. G. Falls.	Marshalltown, Iowa.
Auditor.....	T. I. Wasson.	Marshalltown, Iowa.
General Passenger Agent.....	T. P. Barry.	Marshalltown, Iowa.
General Freight Agent.....	E. C. Palmer.	Marshalltown, Iowa.
General Solicitor.....	A. C. Daly.	Marshalltown, Iowa.

IOWA CENTRAL RAILWAY COMPANY—CONTINUED.

DIRECTORS.

NAME	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Russell Sage.....	New York, N. Y.	E. H. Perkins, Jr	New York, N. Y.
E. E. Chase.....	New York, N. Y.	E. O. M. Rind.....	New York, N. Y.
H. J. Morse.....	New York, N. Y.	R. J. Kimball.....	New York, N. Y.
G. E. Taintor.....	New York, N. Y.	L. M. Martin.....	Marshalltown, Iowa.
W. E. Strong.....	New York, N. Y.		

IOWA NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED.

Railroad line represented by capital stock { *a* Main line.
b Branches and spurs.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
<i>a</i> Iowa Northern Railway.....	Colfax, Iowa....	Valeria, Iowa...	5.93
<i>b</i>	Jule Junction....	Bl'k Crook Mine.	1.00
Total			6.93

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	J. S. Wylie.....	Davenport, Iowa.
Vice-President	D. Ryan.....	Newton, Iowa.
Secretary.....	George A. Goodrich.....	Colfax, Iowa.
Treasurer.....	George A. Goodrich.....	Colfax, Iowa.
General Manager	George A. Goodrich.....	Colfax, Iowa.
General Superintendent	George A. Goodrich.....	Colfax, Iowa.
General Solicitor.....	W. O. McElroy.....	Newton, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. H. Griggs.....	Davenport, Iowa.	R. Ryan.....	Lincoln, Neb.
D. Ryan.....	Newton, Iowa.	Geo A. Goodrich.....	Colfax, Iowa.
J. S. Wylie.....	Davenport, Iowa.		

KEOKUK & WESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each class of rds named.
	FROM—	TO—	
1. Keokuk & Western Railroad Company.....	Alexandria, Mo.	Van Wert, Iowa.	142.7964
5. St. Louis, K. & N.-W Railroad.....	Keokuk, Iowa...	Alexandria, Mo.	5.1750
Total.....			147.9714

KEOKUK & WESTERN RAILROAD COMPANY—CONTINUED.

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	F. T. Hughes	Keokuk, Iowa.
Vice President	T. DeWitt Cuyler	Philadelphia, Pa.
Secretary and Assistant Treasurer	J. F. Elder	Keokuk, Iowa.
Treasurer and Assistant Secretary	U. M. Jesup	New York, N. Y.
General Manager	A. C. Goodrich	Keokuk, Iowa.
General Superintendent	J. P. Boyle	Keokuk, Iowa.
Chief Engineer	A. C. Goodrich	Keokuk, Iowa.
Superintendent of Telegraph	J. P. Boyle	Keokuk, Iowa.
Auditor	T. R. Boord	Keokuk, Iowa.
General Passenger Agent	J. F. Elder	Keokuk, Iowa.
General Freight Agent	A. McOrea	Keokuk, Iowa.
General Solicitor	T. DeWitt Cuyler	Philadelphia, Pa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. DeWitt Cuyler	Philadelphia, Pa.	W. H. Gilhard	New York, N. Y.
G. H. Oudee	Lowell, Mass.	F. M. Drake	Centerville, Iowa.
Benj Strong	New York, N. Y.	F. T. Hughes	Keokuk, Iowa.
Francis J. Payton	New York, N. Y.	A. C. Goodrich	Keokuk, Iowa.
Benj. Graham	New York, N. Y.		

MASON CITY & FORT DODGE RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. a Mason City & Fort Dodge	Mason City ..	Lehigh	88.1
b	Carbon Junction	Coalville	8.9
Total			97.0

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	M. C. Healion	St. Paul, Minn.
Secretary	S. T. Meservey	Fort Dodge, Iowa.
Treasurer		
Superintendent	E. S. Hetchins	Fort Dodge, Iowa.
Superintendent of Telegraph	O. M. Halsted	Fort Dodge, Iowa.
Auditor	B. W. Eager	Fort Dodge, Iowa.
General Passenger Agent	James Mahoney	Fort Dodge, Iowa.
General Freight Agent		

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
James J. Hill	St. Paul, Minn.	M. C. Healion	St. Paul, Minn.
D. O. Shepard	St. Paul, Minn.	Hamilton Brown	Boone, Iowa.
James N. Hill	St. Paul, Minn.		

MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock

a	Main line.
b	Branches and spurs.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. a Minneapolis & St. Louis Railroad Co.	Minn'polis, Minn	Angus, Iowa.....	261.64	261.64
1. b Minneapolis & St. Louis Railroad Co.	Hopkins, Minn...	Morton, Minn....	92.87	
1. b Minneapolis & St. Louis Railroad Co.	Manitou Jc, Minn	Tonka Bay, Minn	1.45	
1. b Minneapolis & St. Louis Railroad Co.	Kalo Jct., Iowa..	Kalo, Iowa	2.80	97.13
4. St. Paul & Northern Pacific Railroad Co	St. Paul, Minn...	Minn'polis, Minn	11.00	11.00
Total.			369.76	369.76

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	William L. Bull.....	New York.
Vice-President.....	E. Hawley.....	New York
Secretary.....	Joseph Gaskell.....	Minneapolis, Minn.
Treasurer.....	R. B. Hartshorne.....	New York.
General Manager.....	A. L. Mohler.....	Minneapolis, Minn.
General Superintendent.....	T. E. Clarke.....	Minneapolis, Minn.
Division Superintendent.....	H. S. Holm.....	Fort Dodge, Iowa.
Chief Engineer.....	William Crooks.....	Minneapolis, Minn.
Superintendent of Telegraph.....	W. F. Fox.....	Minneapolis, Minn.
Auditor.....	O. O. Post.....	Minneapolis, Minn.
General Passenger Agent.....	A. B. Cutts.....	Minneapolis, Minn.
General Freight Agent.....	W. M. Hopkins.....	Minneapolis, Minn.
General Solicitor.....	A. E. Clarke.....	Minneapolis, Minn.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
A. B. Hartshorn.....	New York, N. Y.	W. L. Bull	New York, N. Y.
A. Belmont.....	New York, N. Y.	E. Hawley.....	New York, N. Y.
W. A. Reed.....	New York, N. Y.	F. R. Palmer	New York, N. Y.
F. H. Davis.....	New York, N. Y.	William Strauss.....	New York, N. Y.
J. E. Searles.....	New York, N. Y.		

OMAHA & ST. LOUIS RAILWAY.

PROPERTY OPERATED.

- 1. Railroad line represented by capital stock.**

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. Omaha & St. Louis Railway	Co. Bluffs, Iowa.	Pattonsburg, Mo.	145

OMAHA & ST. LOUIS RAILWAY—CONTINUED.

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
Operated by the receiver.		
General Superintendent.....	A. E. Buchanan.....	Stanberry, Mo.
Superintendent of Telegraph.....	G. O. Kinsman.....	Decatur, Ill.
Auditor.....	W. L. Bedison.....	Council Bluffs, Iowa.
General Solicitor.....	Theodore Sheldon.....	Chicago, Ill.
Receiver.....	J. F. Barnard.....	Council Bluffs, Iowa.

SIOUX CITY & NORTHERN RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
2. Proprietary companies whose entire capital stock is owned by this company.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. Sioux City & Northern Railroad.....	Sioux City, Iowa.	Garretson, S. D..	96.00	96.00
2. Sioux City T. R. R. & W. Co.....	Div. St., Sioux City, Iowa.....	Douglas Street, Sioux City.....	1.28	1.28
Total.....			97.28	97.28

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
Secretary.....	Samuel J. Beals.....	Sioux City, Iowa.
Treasurer.....	Samuel J. Beals.....	Sioux City, Iowa.
Superintendent of Telegraph.....	F. W. Ackley.....	Sioux City, Iowa.
Auditor for Receivers.....	John K. Lee.....	Sioux City, Iowa.
General Passenger Agent.....	W. B. McNider.....	Sioux City, Iowa.
General Freight Agent.....	W. B. McNider.....	Sioux City, Iowa.
Receivers.....	Samuel J. Beals.....	Sioux City, Iowa.
Treasurer for Receivers.....	Warwick Hough.....	St. Louis, Mo.
	George Walter Oakley.....	Sioux City, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Ed. Haakinson.....	Sioux City, Iowa.	M. D. Grover.....	St. Paul, Minn.
John Horvick.....	Sioux City, Iowa.	W. E. Dodge.....	Minneapolis, Minn.
Craig L. Wright.....	Sioux City, Iowa.	Clarkson Lindley.....	Minneapolis, Minn.
J. P. Wall.....	Sioux City, Iowa.	E. H. Hubbard.....	Sioux City, Iowa.
W. P. Clough.....	St. Paul, Minn.		

TABOR & NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Tabor & Northern	Tabor, Iowa.....	Malvern, Iowa ..	8.79

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	W. M. Brooks.....	Tabor, Iowa.
Vice-President	R. C. Hughes.....	Tabor, Iowa.
Secretary.....	H. T. Woods.....	Tabor, Iowa.
Treasurer.....	J. M. Barbour.....	Tabor, Iowa.
General Manager	A. T. West.....	Tabor, Iowa.
General Superintendent.....	A. S. Prouty.....	Tabor, Iowa.
Auditor.....	J. C. Tipple.....	Tabor, Iowa.
General Passenger Agent	A. S. Prouty.....	Tabor, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Wm. M. Brooks	Tabor, Iowa.	A. T. West.....	Tabor, Iowa.
A. S. Prouty	Tabor, Iowa.	C. A. Barnes.....	Tabor, Iowa.
H. T. Woods	Tabor, Iowa.	J. E. Todd	Vermillion, S. D.
J. M. Barbour	Tabor, Iowa.		

WABASH RAILROAD COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
LINES OWNED.				
Wabash Railroad.....	Toledo.....	E. Hannibal.....	462.3	1,504.0
	Bluffs.....	Camp Point	39.4	
	Clayton.....	Elvaston.....	34.5	
	Decatur.....	E. St. Louis.....	110.2	
	Edwardsville	Edw'sville cross'g	8.5	
	Auburn Jct.....	Effingham.....	205.4	
	Shumway.....	Altamont.....	10.3	
	Fairbury.....	Streator.....	31.5	
	Delray.....	Butler.....	100.9	
	Montpellier.....	Clarke Jct.....	149.7	
	St. Louis, Tayon avenue.....	Harlem	274.8	
	St. Louis, Carr St	Ferguson.....	10.8	
	Moberly.....	Ottumwa.....	131.2	
	Salisbury.....	Glasgow.....	15.5	
LINES LEASED.				
Louisiana & Pike Co. Railroad.....	Pittsfield Jct....	Pittsfield.....	6.1	
Eel River Railroad	Butler.....	Logansport	94.2	
Peru & Detroit Railway Company.....	Ohill.....	Peru.....	9.5	
Brunswick & Chillicothe Railroad.....	Brunswick.....	Chillicothe.....	38.2	
St. Louis, Council Bluffs & Omaha R. R.....	Chillicothe.....	Pattonsburg.....	41.4	
Boone Co. & Booneville R. R.....	Centralia.....	Columbia.....	21.6	
				\$11.0

WABASH RAILROAD COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
LINES OPERATED UNDER JOINT TRACKAGE ARRANGEMENTS.				
Chicago, Burlington & Quincy Railroad.....	Camp Point.....	Quincy.....	21.8	
Toledo, Peoria & Western Railroad.....	Elvaston.....	Hamilton.....	6.5	
Chicago & Western Indiana Railroad.....	Chicago.....	Auburn Jct.....	8.0	
Toledo, Peoria & Western Railroad.....	Forrest.....	Fairbury.....	5.5	
Detroit Union Depot & Station Co. and Fort Street Union Depot Co.....	Detroit, Union Depot.....	Delray.....	4.6	
Chicago & Calumet Terminal Railroad.....	Clarke Jct.....	State line (Ind. and Ill.).....	5.7	
Chicago & Western Indiana Railroad.....	State line (Ind and Ill.).....	Auburn Jct.....	11.8	
Terminal Railroad Ass'n of St. Louis.....	St. Louis U. S.....	Twenty-third St.....	7	
Hannibal & St. Joseph Railroad.....	Harlem.....	Kansas City.....	1.5	
Chicago, Rock Island & Pacific Railroad.....	Ottumwa.....	Harvey.....	38.0	
Missouri Pacific Railway.....	St. Louis, Olive St.....	Carr Street.....	.6	104.7
LINES BELONGING TO PURCHASING COM- MITTEE.				
Attica, Covington & Southern Railroad.....	Attica.....	Covington.....	14.8	
Champaign Branch.....	Champaign.....	Sidney.....	11.7	
* Des Moines & St. Louis Railroad.....	Harvey.....	Des Moines.....	43.4	69.9
Total mileage operated.....				1,979.6

NOTE—In addition to the above joint trackage arrangements, this company has an arrangement with the Missouri, Kansas & Texas railroad whereby it runs its passenger trains over the track of the Missouri, Kansas & Texas railroad between Hannibal and Moberly, a distance of 70 miles.

* The line from Albia to Harvey, 23.4 miles, is not now being operated and the mileage is not included above. This is a part of the Des Moines & St. Louis railroad, and belongs to the purchasing committee.

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	O. D. Ashley.....	New York, N. Y.
Vice-Presidents.....	Edgar T. Welles.....	New York, N. Y.
Secretary.....	J. Ramsey, Jr.....	St. Louis, Mo.
Treasurer.....	J. O. Ottelson.....	New York, N. Y.
General Manager.....	F. L. O'Leary.....	St. Louis, Mo.
General Superintendent.....	J. Ramsey, Jr.....	St. Louis, Mo.
	H. L. Magee.....	St. Louis, Mo.
Division Superintendents.....	R. A. Gould.....	Peru, Ind.
	J. S. Goodrich.....	Chicago, Ill.
Chief Engineer.....	W. A. Garrett.....	Moberly, Mo.
Superintendent of Telegraph.....	W. S. Lincoln.....	St. Louis, Mo.
Auditor.....	G. O. Kinsman.....	Decatur, Ill.
General Passenger Agent.....	D. B. Howard.....	St. Louis, Mo.
General Freight Agent.....	O. S. Crane.....	St. Louis, Mo.
General Solicitor.....	S. B. Knight.....	St. Louis, Mo.
	Wells H. Blodgett.....	St. Louis, Mo.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
O. D. Ashley.....	New York, N. Y.	Edwin Gould.....	New York, N. Y.
George J. Gould.....	New York, N. Y.	Thomas H. Hubbard.....	New York, N. Y.
Edgar T. Welles.....	New York, N. Y.	John T. Terry.....	New York, N. Y.
H. K. McHarg.....	New York, N. Y.	Russell Sage.....	New York, N. Y.
C. J. Lawrence.....	New York, N. Y.	O. C. Macrae.....	London, Eng.
P. B. Wykoff.....	New York, N. Y.	Francis Pavy.....	London, Eng.
S. C. Reynolds.....	Toledo, Ohio.		

WINONA & WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
The Winona & Western Railway Company	Winona, Minn...	Osage, Iowa	113.2

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	H. W. Lamberton	Winona, Minn.
Vice-President	V. Simpson	Winona, Minn.
Secretary	Thomas Simpson	Winona, Minn.
Treasurer	M. G. Norton	Winona, Minn.
Assistant Treasurer	H. S. Johnson	Winona, Minn.
General Superintendent	J. J. Mahoney	Winona, Minn.
General Passenger Agent	J. J. Mahoney	Winona, Minn.
General Freight Agent	J. J. Mahoney	Winona, Minn.
General Solicitor	Thomas Simpson	Winona, Minn.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Henry W. Lamberton	Winona, Minn.	S. W. Hamilton	Winona, Minn.
Verazzano Simpson	Winona, Minn.	Royal D. Core	Winona, Minn.
Matthew G. Norton	Winona, Minn.	Earl S. Youmans	Winona, Minn.
Wm. H. Laird	Winona, Minn.	Charles Horton	Winona, Minn.
C. H. Lamberton	Winona, Minn.		

BURLINGTON & NORTHWESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each class of r'ds named.
	FROM—	TO—	
Burlington & Northwestern Railway company	Mediapolis	Washington	88.73
The company has leased the right to run over 13 77 miles of the B. O. R. & N. Ry. the distance between Burlington and Mediapolis .....	.....	.....	13.77
Total .....	.....	.....	52.50

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	T. W. Barhydt	Burlington, Iowa.
Vice-President	J. T. Remey	Burlington, Iowa.
Secretary	R. M. Green	Burlington, Iowa.
Treasurer	R. M. Green	Burlington, Iowa.
Manager	R. Law	Burlington, Iowa.
Superintendent of Telegraph	E. J. Goodspeed	Burlington, Iowa.
Auditor and Chief Clerk Acc't Dept	K. M. Boden	Burlington, Iowa.
General Solicitor	H. A. Kelley	Burlington, Iowa.

BURLINGTON & NORTHWESTERN RAILWAY COMPANY—CONTINUED.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. W. Barhydt.....	Burlington, Iowa.	Lyman Cook.....	Burlington, Iowa.
J. T. Remey.....	Burlington, Iowa.	C. P. Squires.....	Burlington, Iowa.
W. W. Baldwin.....	Burlington, Iowa.	H. C. Garrett	Burlington, Iowa.
Wm. F. McFarland ..	Burlington, Iowa.	H. B. Scott... ..	Burlington, Iowa.
J. W. Blythe..	Burlington, Iowa.		

BURLINGTON & WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
Burlington & Western Railway.....	Winfield, Iowa..	Oskaloosa, Iowa	19.78	70.7
This company has, by payment of its proportion of joint expenses of train service and track repairs, the right to run over the B. & N. W. railway from Winfield to Mediapolis.....			19.78	
And thence to Burlington over the B. C. R. & N. railway under trackage rights of the B. & N. W. railway with that company			13.77	33.50
Total				104.2

OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	T. W. Barhydt.....	Burlington, Iowa.
Vice-President	C. P. Squires.	Burlington, Iowa.
Secretary and Treasurer	R. M. Green.....	Burlington, Iowa.
Manager	E. Law.....	Burlington, Iowa.
Superintendent of Telegraph	E. J. Goodspeed.....	Burlington, Iowa.
Auditor-Accountant	K. M. Boden.....	Burlington, Iowa.
General Solicitor	W. L. Cooper	Burlington, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. W. Barhydt.....	Burlington, Iowa.	J. W. Blythe.....	Burlington, Iowa.
C. P. Squires	Burlington, Iowa.	H. B. Scott.....	Burlington, Iowa.
Lyman Cook	Burlington, Iowa.		

DES MOINES & KANSAS CITY RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
Des Moines & Kansas City Railway.....	Des Moines, Iowa	Cainsville, Mo...	112	112

OFFICERS.*

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	Gideon Wells	Springfield, Mass.
Vice-President.....	John O. Newton.....	Holyoke, Mass.
Secretary.....	N. T. Guernsey.....	Des Moines, Iowa.
Treasurer.....	Harry W. Haskins	Springfield, Mass.
General Manager.....	John O. Newton.....	Holyoke, Mass.
Superintendent	Theo. C. Sherwood	Des Moines, Iowa.
Superintendent of Telegraph	Theo. C. Sherwood	Des Moines, Iowa.
Auditor.....	Theo. C. Sherwood	Des Moines, Iowa.
General Passenger Agent	Theo. C. Sherwood	Des Moines, Iowa.
General Freight Agent.....	Theo. C. Sherwood	Des Moines, Iowa.
General Solicitor	N. T. Guernsey	Des Moines, Iowa.

DIRECTORS.*

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Gideon Wells.....	Springfield, Mass.	Daniel H. Newton.....	Holyoke, Mass.
V. B. Wesson.....	Springfield, Mass.	Theo. C. Sherwood.....	Des Moines, Iowa.
John A. Hall.....	Springfield, Mass.	N. T. Guernsey.....	Des Moines, Iowa.
John O. Newton.....	Holyoke, Mass.		

* July 1 to December 4, 1895.

DES MOINES & KANSAS CITY RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
Des Moines & Kansas City Railway.....	Des Moines, Iowa	Cainsville, Mo...	112	112

OFFICERS.†

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	T. DeWitt Cuyler.....	Philadelphia, Pa.
Vice-President.....	A. C. Goodrich.....	Keokuk, Iowa.
Secretary and Assistant Treasurer	J. F. Elder.....	Keokuk, Iowa.
Treasurer and Assistant Secretary	Charles M. Jesup.....	New York, N. Y.
General Manager.....	A. C. Goodrich.....	Keokuk, Iowa.
Superintendent	J. P. Boyle.....	Keokuk, Iowa.
Chief Engineer.....	A. C. Goodrich.....	Keokuk, Iowa.
Superintendent of Telegraph	J. P. Boyle.....	Keokuk, Iowa.
Auditor.....	T. B. Board.....	Keokuk, Iowa.
General Passenger Agent	J. F. Elder.....	Keokuk, Iowa.
General Freight Agent.....	A. McCool.....	Keokuk, Iowa.

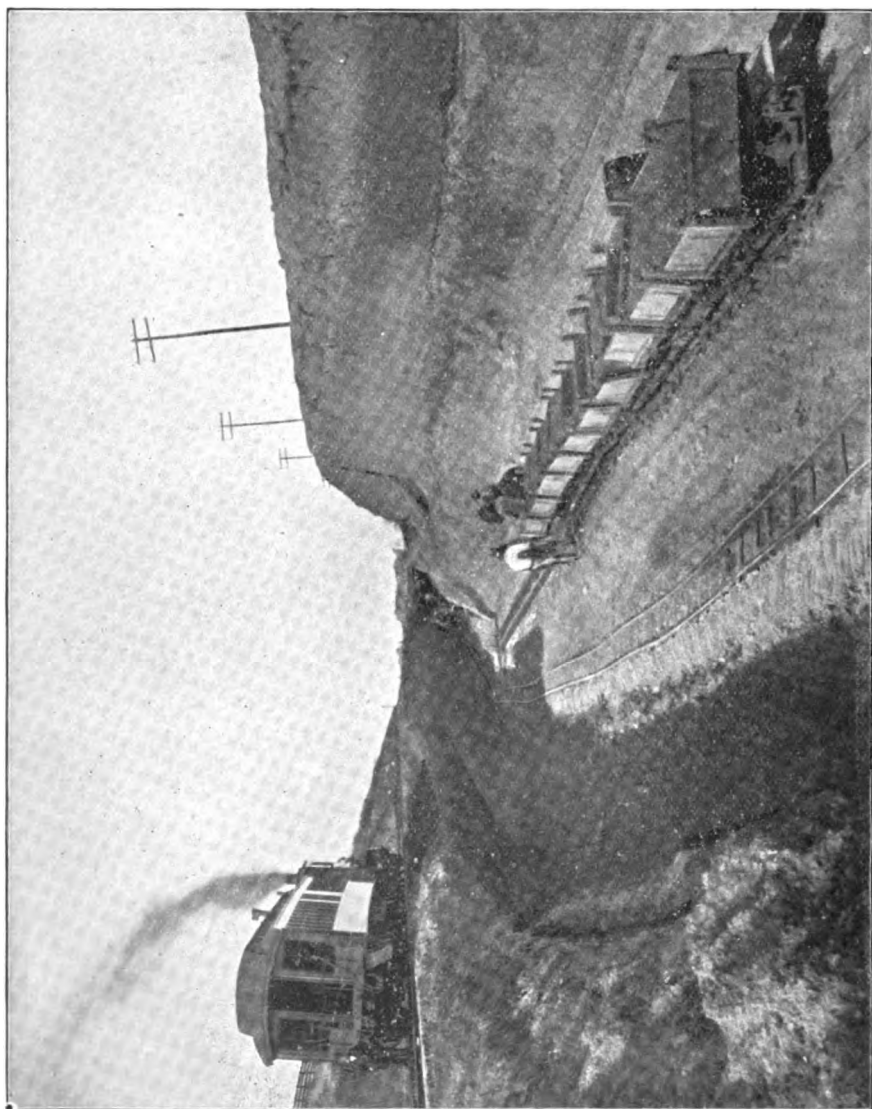
† December 5, 1895, to June 30, 1896.

DES MOINES & KANSAS CITY RAILWAY COMPANY—CONTINUED.

DIRECTORS.*

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. DeWitt Cuyler.....	Philadelphia, Pa.	Benjamin Strong.....	New York, N. Y.
Charles M. Jesup.. ..	New York, N. Y.	A. C. Goodrich	Keokuk, Iowa.
A. C. Vaughn	New York, N. Y.	N. T. Guernsey.....	Des Moines, Iowa.
Joseph S. Morgan ..	New York, N. Y.		

* December 5, 1895, to June 30, 1896.



CHICAGO GREAT WESTERN RAILWAY.

View showing the character of work in progress in Iowa where ruling grades are being reduced.

TABLE I—CAPITAL STOCK.

RAILROADS.	Authorized by articles of incor- poration.	Authorized by vote of company.	Number of shares issued.	Paid In.	Common stock issued.	Preferred stock issued.	Common stock out- standing.	Preferred stock out- standing.	Total
Ames & College.....	\$ 20,000.00	\$ 20,000.00	800	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00		\$ 20,000.00
Albia & Centerville.....	400,000.00	400,000.00	4,000	400,000.00	400,000.00		400,000.00		400,000.00
Atchison, Topeka & Santa Fe.....	233,456,000.00	233,456,000.00	2,334,860	233,456,000.00	102,000,000.00	\$131,456,000.00	102,000,000.00	\$131,456,000.00	233,456,000.00
Boone Valley.....	300,000.00	300,000.00	3,000	300,000.00	150,000.00	150,000.00	150,000.00		300,000.00
Burlington, Cedar Rap. & North n.	10,000,000.00	30,000,000.00	55,000	5,500,000.00	5,500,000.00		5,500,000.00		11,000,000.00
Chicago, Burlington & Quincy.....	82,004,200.00	82,004,200.00	820,042	82,004,200.00	82,004,200.00		82,004,200.00		82,004,200.00
Chicago, Bur. & Kansas City.....	8,000,000.00	8,000,000.00	80,000	8,000,000.00	8,000,000.00		8,000,000.00		8,000,000.00
Kansas City, St. Jo. & Co. Bluffs.....	6,927,135.00	6,930,573.67	60,305	6,930,573.67	6,930,573.67		6,930,573.67		6,930,573.67
St. Louis, Keokuk & North Western.....	8,000,000.00	8,000,000.00	54,438	5,443,800.00			5,443,800.00		5,443,800.00
Chicago, Ft. Madison & Des Moines.....	5,000,000.00	1,970,200.00	19,702	1,970,200.00	5,443,800.00		1,970,200.00		1,970,200.00
Chicago, Iowa & Dakota.....	70,280,000.00	307,000.00	3,070	1,970,200.00	290,000.00	132,000.00	1,970,200.00	132,000.00	351,000.00
Chicago Great Western.....	72,923,161.00	58,401,620.00	581,177	51,117,706.99	20,800,145.00	30,302,561.99	20,400,145.00	30,302,561.99	51,117,706.99
Chicago, Milwaukee & St. Paul.....	50,000,000.00	72,923,161.00	129,231	72,923,161.00	46,027,351.00	26,895,810.00	46,027,351.00	26,895,810.00	72,923,161.00
Chicago, Rock Island & Pacific.....	66,853,820.53	60,353,820.53	603,538	49,136,000.00	46,196,000.00		46,196,000.00		46,196,000.00
Chicago & North-Western.....	50,000,000.00	34,050,126.66	840,501	34,050,126.66	44,050,303.97	22,353,454.56	44,050,303.97	22,353,454.56	66,383,800.53
Chicago, St. Paul, Minneap. & O.	6,000,000.00	2,068,400.00	20,684	2,068,400.00	21,400,230.35	12,646,833.31	15,536,230.03	11,238,911.65	29,819,131.65
Sioux City & Pacific.....	5,000,000.00	2,250,000.00	22,500	2,250,000.00	1,890,400.00	169,000.00	1,890,400.00	169,000.00	2,059,400.00
Crooked Creek.....	8,000,000.00	228,400.00	2,284	4,372,500.00	225,000.00		4,372,500.00		4,372,500.00
Des Moines Northern & Western.....	8,000,000.00	8,000,000.00	43,723	4,372,500.00	4,372,500.00		4,372,500.00		4,372,500.00
Dubuque & Sioux City.....	2,000,000.00	7,969,600.00	79,696	7,969,600.00	7,969,600.00		7,969,600.00		7,969,600.00
Des Moines Union.....	4,026,000.00	4,000,000.00	4,000	4,000,000.00	4,026,000.00		4,000,000.00		4,026,000.00
Hameston & Shenandoah**.....	18,400,000.00	14,026,691.49	140,148	14,026,691.49	8,457,323.15	5,569,368.34	8,457,323.15	5,569,368.34	14,026,691.49
Iowa Northern.....	2,000,000.00	90,000.00	900	90,000.00	90,000.00		90,000.00		90,000.00
Keokuk & Western.....	4,000,000.00	4,000,000.00	4,000	4,000,000.00	4,000,000.00		4,000,000.00		4,000,000.00
Mason City & Ft. Dodge.....	8,000,000.00	920,000.00	9,200	920,000.00	920,000.00		920,000.00		920,000.00
Minneapolis & St. Louis.....	12,500,000.00	6,000,000.00	125,000	12,500,000.00	6,000,000.00	6,500,000.00	6,000,000.00	6,500,000.00	13,500,000.00
Omaha & St. Louis.....	1,440,000.00	1,440,000.00	14,400	1,440,000.00	1,440,000.00		1,440,000.00		1,440,000.00
Sioux City & Northern.....	1,440,000.00	1,440,000.00	14,400	1,440,000.00	1,440,000.00		1,440,000.00		1,440,000.00
Tabor & Northern.....	1,440,000.00	1,440,000.00	14,400	1,440,000.00	1,440,000.00		1,440,000.00		1,440,000.00
Union Pacific.....	52,000,000.00	52,000,000.00	520,000	52,000,000.00	23,000,000.00	24,000,000.00	23,000,000.00	24,000,000.00	52,000,000.00
Winona & Western.....	2,000,000.00	100,000.00	1,000	100,000.00	100,000.00		100,000.00		100,000.00
NARROW GAUGE ROADS.									
Burlington & Northwestern.....	350,000.00	156,900.00	1,569	156,900.00	156,900.00		156,900.00		156,900.00
Burlington & Western.....	8,000,000.00	856,801.82	8,568	856,801.82	856,801.82		856,801.82		856,801.82
Des Moines & Kansas City.....	800,000.00	800,000.00	8,000	800,000.00	800,000.00		800,000.00		800,000.00
Total.....	\$704,084,316.53	\$749,751,095.17	6,566,296	\$719,763,562.10	\$487,973,235.90	\$290,211,116	\$467,995,942.61	\$290,559,194.04	\$717,655,587.15

* Common stock of leased lines owned by B., O. R. & N., and issued without money consideration. ** For ten months, ending April 30, 1896.
 f Sold January 27, 1896, to a purchasing committee for \$1,560,000, subject to receivers' liabilities; not yet capitalized.

TABLE II—CAPITAL STOCK—CONTINUED.

RAILROADS.	Total mile- age in line.	Stock per mile of road.	Stock rep- resenting road in Iowa.	Stock held in Iowa.	Total No. of stock- holders.	No. stock- holders in Iowa.	MANNER OF PAYMENT OF CAPITAL STOCK.				
							Issued for cash.	Issued for con- struction.	Issued for reor- ganiza- tion.	Issued for other purposes.	Total cash realized.
Ames & College.	1.98	\$ 10,101.01	\$ 400,000.00	\$ 20,000.00	34	31	\$ 800.00		\$ 4,000.00		2,000.00
Albia & Centerville.	24.44	18,366.61			7,095	6	30.00		2,384,860.00		35,000.00
Aitchison, Topeka & Santa Fe.	3,866.97	26,511.50			4	2	350.00				
Boone Valley.	3.00	11,666.66			290	12			55,000.00		
Burlington Cedar Rap. & North'n.	444.22	6,728.22	6,137,044.13	90,800.00	12,300	77		\$ 17,350.00			
Chicago, Burlington & Quinor.	5,663.33	14,479.85	10,101,403.33	445,400.00	100	6			80,000.00		
Chicago, Burlington & Quinor City.	181.56	4,462.57	3,431,601.25	400.00	16	1		5,770.00			
Kansas City, St. Joe & Co. Bluffs.	310.85	19,400.37	1,098,334.83	200.00	56	2			40,000.00		
St. Louis, Keokuk & North'W. Mo.	225.40	24,108.94	1,215,635.85	30,000.00	18	16		19,702.00			
Chicago, Iowa & Des Moines	71.00	27,719.30	1,970,200.00	112,000.00	144	13					
Chicago Great Western.	84.48	40,531.00	23,473,408.75	18,317.60	4,146	19	24,109.71			457,007.35	3,256,198.77
Chicago, Milwaukee & St. Paul.	8,145.18	11,994.73	78,328,750.25	750,000.00	4,198	19	223,820.43	110,645.00	62,620.26	313,134.92	91,604,317.85
Chicago, Rock Island & Pacific.	2,890.70	16,022.46	17,178,902.30	250,000.00	4,013	32	21,960.00		410,640.00		46,184,000.00
Chicago & North-Western.	4,075.76	13,322.86	15,153,908.62	222,600.00	5,217	21	26,400.00	26,275.00	37,318.00	563,845.00	2,911,466.14
Chicago, St. Paul, Minneapolis & O. St. Louis City & Pacific.	1,422.64	23,854.46	1,144,226.51	10,000.00	1,154	2	73,928.00		95,604.00	165,909.00	4,814,717.73
Crooked Creek.	107.42	8,355.26	1,559,606.75	66,400.00	57	1		17,914.00		2,770.00	
Des Moines Northern & Western.	150.00	29,150.00	4,312,500.00	1,950,100.00	11	3	117.00	568.00		1,535.00	
Dubuque & Sioux City.	969.59	13,341.78	7,527,337.71	300.00	13	8			48,725.00		7,999,600.00
Des Moines Union.	2.70	148,145.15	4,000,000.00	350,000.00	35	9	4,000.00		78,956.00		400,000.00
Humeson & Shenandoah.	85.45	42,179.18	4,028,000.00	300.00	12	2		40,200.00			
Iowa Central.	502.91	27,891.01	16,768,324.49	4,400.00	933	6			140,148.00		
Iowa Northern.	6.93	12,967.01	90,000.00	90,000.00	6	6		4,000.00			
Keokuk & Western.	142.80	23,011.20	2,040,000.00	203.00	119	6			9,200.00		
Mason City & Ft. Dodge.	92.00	10,000.00	920,000.00	100.00	8	1			100,000.00		
Minneapolis & St. Louis.	371.85	33,616.00	3,602,026.06		327		25,000.00				2,366,757.50
Omaha & St. Louis.	96.00	15,000.00	1,153,900.00	1,080,000.00	14	11		14,400.00			
Sioux City & Northern.	8.79	2,969.28	23,650.00	21,800.00	64	64	253.00	119.00		150.00	20,160.00
Union Pacific.	1,696.20	30,674.85	1,328,221.00		10		1,000.00		520,000.00		52,000,000.00
Winona & Western.	113.20	863.89	20,759.06								100,000.00
NARROW GAUGE RAILROADS.											
Burlington & Northwestern.	38.73	4,051.12	156,900.00	60,900.00	219	218	1,568.00				156,900.00
Burlington & Western.	70.70	12,118.84	868,801.82	600.00	6	5		8,568.00			868,801.82
Des Moines & Kansas City.	112.00	7,143.86	714,286.00			2					
Total.	86,249.99	19,767.48	1,022,027,748.40	96,064,120.60	37,708	616	438,107.14	289,031.00	94,085,981.26	81,603,327.00	\$1,438,776,998.81

* Includes coal property. a From report of 1898. b Issued in exchange for bonds. c Issued for dividends. d Proportional. ** Sold January 27, 1898, to purchasing committee for \$1,000,000, subject to claims against receiver; no stock yet issued.

TABLE III—DEBT, AND STOCK AND DEBT.

RAILROADS.	Funded debt.	Floating debt.	Total debt.	Debt per mile.	Debt repaid in lowa.	Total stock and debt.	Stock and debt per mile.	Interest paid rep- road in lowa.
Ames & College.								
Albia & Centerville.								
Atchison, Topeka & Santa Fe.	\$ 162,846,889.88	\$ 2,530,135.26	\$ 164,605,535.15				\$ 10,101.01	
Bentley Valley.							10,366.61	
Burlington, Cedar Rapids & Northern.	15,753,000.00	447,171.94	16,210,171.94	\$ 15,382.53	\$ 14,591,031.64	20,000.00	11,666.66	
Chicago, Burlington & Quincy.	180,400,000.00		180,400,000.00	29,860.49	17,206,535.77	400,000.00	23,161.36	\$ 675,375.00
Chicago, Burlington & Kansas City.	820,000.00		820,000.00	4,453.81	*345,949.00	388,001,635.15	37,330.24	755,620.75
Kansas City, St. Joe & Council Bluffs.	6,002,016.48		6,002,016.48	19,308.71		23,445,171.94	46,578.98	
St. Louis, Ft. Madison & North Western.	10,150,000.00	11,538,198.81	21,688,198.81	51,009.14		31,141,100.00	38,708.67	
Chicago, Ft. Madison & Des Moines.	1,887,750.00	28,000.83	1,915,750.83	19,954.36		18,083,694.51	75,288.09	
Chicago, Iowa & Dakota.	384,000.00		384,000.00		1,416,759.59	3,888,000.00	47,708.68	
Chicago, Milwaukee & St. Paul.	4,030,554.51	4,084,554.51	8,115,109.02	4,778.00	2,816,904.98	55,143,941.50	55,204.10	33,845.00
Chicago, Rock Island & Pacific.	120,161,000.00	130,161,000.00	250,322,000.00	27,645.55	2,816,904.98	912,084,141.00	24,513.28	190,850.00
Chicago & North Western.	163,779,000.00	13,712,000.00	177,491,000.00	27,769.71	623,443.30	108,988,000.00	37,702.40	61,130,184.43
Chicago, St. Paul, Minneapolis & O.	161,522,500.00	5,912,923.07	167,435,423.07	27,441.77	322,159,849.70	308,619,943.00	40,003.44	51,591,503.42
St. Louis & Pacific.	20,283,800.00	20,335,800.00	40,619,600.00	19,441.45	21,374,753.62	60,283,800.00	42,873.00	570,563.99
Sioux City & Pacific.	3,356,320.10	2,663,161.53	6,019,481.63	56,785.14	64,566,476.56	6,102,668.53	75,940.40	670,123.57
Crooked Creek.								
Des Moines, Northern & Western.	2,902,000.00		2,902,000.00	19,246.66	2,902,000.00	2,902,000.00	8,069.08	133,580.00
Dubuque & Sioux City.	10,280,000.00	3,993,846.71	14,273,846.71	28,115.12	10,326,639.57	7,274,000.00	45,486.66	360,241.97
Des Moines Union.	366,000.00	31,000.00	397,000.00	223,223.24	600,000.00	22,215,946.71	57,053.90	383,903.00
Humeston & Shenandoah.	2,684,000.00	30,000.00	2,714,000.00	35,433.73	2,714,000.00	1,740,000.00	70,612.89	
Iowa Central.	6,330,433.53		6,330,433.53	12,567.68	65,214,418.71	20,367,174.32	40,473.88	252,186.11
Iowa Northern.	50,000.00		50,000.00	7,315.00	50,000.00	50,000.00	13,967.63	3,000.00
Keokuk & Western.	275,000.00	790,000.00	1,065,000.00	7,841.00	556,542.71	5,091,360.23	25,663.00	18,650.50
Mason City & Ft. Dodge.	1,380,000.00		1,380,000.00	13,000.00	1,880,000.00	2,800,000.00	25,000.00	
Minneapolis & St. Louis.	10,000,000.00	23,908.81	10,023,908.81	20,862.00	64,217,577.63	22,500,000.00	60,508.00	
Omaha & St. Louis.	2,940,000.00		2,940,000.00	1,860.76	124,111.91	3,860,000.00	35,000.00	
Sioux City & Northern.	1,920,000.00	20,279.63	1,940,279.63	7,881.64	1,540,000.00	3,860,000.00	10,540.16	421.24
Tabor & Northern.	40,000.00		40,000.00		69,379.63	122,534,000.00	78,771.88	67,548.00
Union Pacific.	1,519,000.00		1,519,000.00	43,098.98	2,062,599.23	1,350,000.00	1,899.29	
Wabash.	81,584,000.00		81,584,000.00	1,015.90	33,873.56	1,350,000.00	9,998.19	2,334.16
Winona & Western.	1,150,000.00		1,150,000.00			384,881.83	20,726.18	
NARROW GAUGE ROADS.								
Burlington & Northwestern.	220,961.53		220,961.53	5,998.07	220,961.53	1,467,461.94	13,650.78	1,297,351.01
Burlington & Western.	610,600.13		610,600.13	5,937.84	610,600.13	1,422,698.09	12,711.18	
Des Moines & Kansas City.	600,000.00	62,694.00	662,694.00	5,916.98	534,809.42	1,422,698.09	12,711.18	
Des Moines & Kansas City.	600,000.00	23,632.83	623,632.83	5,568.82	606,061.01	1,422,698.09	12,711.18	
Total.	\$ 815,976,335.36	\$ 17,810,979.20	\$ 833,787,314.56	\$ 30,543.44	\$ 105,090,071.90	\$ 1,554,866,046.85	\$ 49,498.94	\$ 8,669,076.05

a From report of 1894. * On mileage basis. ** Excess of current liabilities over current assets. b Proportional. c For ten months ending April 30, 1896. d No stock or bonds yet issued. e Receiver's certificates. f July 1 to December 4, 1895. g December 4, 1895, to July 1, 1896. + Bridge.

TABLE IV—COST OF ROAD.

RAILROADS.	Grading.	Bridging and ma- sonry.	Superstruc- ture, in- cluding trails.	Land, land damage and fences.	Passenger and freight stations, coal sheds and water stations.	Engine houses, car sheds and turntables.	Machin- ery, ma- chines and tools.	Interest paid dur- ing con- struction, etc.
Ames & College								
Albia & Centerville								
Atchison, Topeka & Santa Fe	\$ 158,075.51			\$ 15,435.45	\$ 34,656.57		\$ 8,454.81	
Boone Valley								
Burlington								
Burlington & Quincy								
Chicago, Burlington & Quincy	150.00	\$ 87,632.28	\$ 153,330.21	7,833.99	11,119.87			
Chicago, Burlington & Council Bluffs								
St. Louis, Keokuk & Northwestern	2,438,298.33		1,351,200.00	2,480,345.01	496,014.07			\$ 765,657.94
Kansas City, St. Jo. & Council Bluffs								
Chicago, Ft. Madison & Des Moines								
Chicago, Iowa & Dakota								
Chicago, Great Western	104,321.92	25,335.16	147,362.77	29,359.44	24,322.44	\$ 12,472.00	10,885.66	2,899.46
Chicago, Milwaukee & St. Paul	134,623.03	112,598.27		35,574.88	48,311.25			456,388.33
Chicago, Rock Island & Pacific								
Chicago & North-Western								
Chicago, St. Paul, Minneapolis & Omaha								
St. Louis & Pacific								
Chicago, Santa Fe & California								
Crooked Creek				4,391.20			1,419.76	
Des Moines Northern & Western								
Dubuque & Sioux City								
Des Moines Union								
Honesty & Shenandoah								
Iowa Central		68,041.47		61,279.53	68,873.95		14,763.91	
Iowa Northern								
Keokuk & Western								
Mason City & Ft. Dodge	11,827.99	10,405.15	25,924.87	32,123.35	8,690.68	3,619.74	5,145.33	
Minneapolis & St. Louis								
Omaha & St. Louis								
Sioux City & Northern								
Tabour & Northern	6,000.00	5,399.70	23,600.09	10,500.00	900.00	800.00	400.00	3,000.00
Union Pacific								
Wabash								
Winona & Western								
Burlington & Northwestern		70,026.03	297,438.63	29,953.14	16,320.03			3,080.00
Burlington & Western			1,317,073.89	81,011.63	25,292.09			
Des Moines & Kansas City								
Total	\$2,553,296.80	\$379,438.09	\$3,131,949.96	\$2,787,815.62	\$724,010.95	\$16,791.74	\$40,868.46	\$ 1,231,115.94

TABLE V—COST OF ROAD—CONTINUED.

RAILROADS.	English- American agencies, other ex- penses dur- ing con- struction.	Other items.	Double track.	Purchase of construct'd road.	Total for construct'n.	Construct'n per mile.	Proportion of cost of construct'n for Iowa.
Ames & College					\$ 24,321.38	\$ 12,160.00	\$ 24,321.38
Albia & Centerville					400,000.00	16,806.61	400,000.00
Atchison, Topeka & Santa Fe					371,669,286.78		
Boone Valley	\$ 752.81	\$ 28,491.66			371,993,183.63		26,000.00
Burlington, Cedar Rapids & Northern					33,000.00	11,066.66	
Chicago, Burlington & Quincy					21,603,161.97	19,518.03	18,418,408.06
Chicago, Burlington & Kansas City	14,289.86	635,580.99		7,919,601.91	8,889,589.09	49,631.90	b 3,787,000.85
Kansas City, St. Jo. & Council Bluffs					11,783,067.21	37,907.67	b 2,957,768.07
St. Louis, Keokuk & North Western	134,177.04	84,691.50		8,468,445.79	16,218,810.07	71,888.21	b 3,456,589.56
Chicago, Fort Madison & Des Moines							
Chicago, Iowa & Dakota					391,834.20	14,842.20	391,834.20
Chicago Great Western	13,899.80	21,163.53		50,143,138.53	51,313,075.53	60,762.93	28,280,890.51
Chicago, Milwaukee & St. Paul		323,431.30			89,287,772.77	80,995.17	b 32,519,968.79
Chicago, Rock Island & Pacific					139,787,218.83	28,121.90	32,709,145.01
Chicago & North Western							
Chicago, St. Paul, Minneapolis & Omaha							
Sioux City & Pacific							
Chicago, Santa Fe & California							
Crooked Creek		110,877.82					
Des Moines Northern & Western				86,000.00	195,877.82	8,740.64	195,877.82
Dubuque & Sioux City				7,118,804.43	7,124,515.38	47,496.77	7,134,515.28
Des Moines Union					21,176,218.79	35,316.15	20,699,394.13
Humeston & Shenandoah					986,000.00	863,985.09	986,000.00
Iowa Central		163,481.96		19,861,641.16	20,523,080.97	40,321.93	16,665,988.79
Iowa Northern					146,060.00	20,202.09	146,000.00
Keokuk & Western							
Mason City & Fort Dodge				2,176,490.00	5,278,307.65	24,761.81	2,278,307.65
Minneapolis & St. Louis	2,762.23	1,818.71					
Mississippi River & R. & T. Bridge Co.							
Omaha & St. Louis							
Sioux City & Northern							
Tabor & Northern	7,000.00	9,789.46					
Union Pacific							
Wabash							
Winona & Western					73,089.25	8,315.04	73,089.25
NARROW GAUGE ROADS.							
Burlington & Northwestern	11,294.53	2,270.01			340,271.41	8,795.73	240,271.41
Burlington & Western	23,197.43	9,306.76			1,356,091.80	19,180.08	1,356,091.80
Des Moines & Kansas City							
Total	\$ 207,663.79	\$1,442,315.70		\$487,842,448.65	\$795,432,082.05	\$ 24,369.01 ^a	\$ 171,071,405.94

^a Report of 1895.

TABLE VI—COST OF EQUIPMENT.

RAILROADS.	Locomotives.	Passenger, mail, baggage and express cars.	Parlor, dining and sleeping cars.	Freight and other cars.	Wrecking cars, pile drivers and tools.	Total for equipment.	Equipment per mile of road.	Proportion of cost of equipment for Iowa.
Ames & College.								
Albia & Centerville.								
Atchison, Topeka & Santa Fe.	\$ 4,200.73			\$ 15,432.56		\$ 19,633.29		
Boone Valley.								
Burlington, Cedar Rapids & Northern.								
Burlington, Burlington & Quincy.								
Chicago, Burlington & Kansas City.	66,494.56	\$ 14,530.30		86,108.67		4,301,924.84	\$ 3,796.35	\$ 8,593,463.64
Kansas City, St. Jo. & Council Bluffs.	167,795.47	116,932.01	\$ 4,753.71	283,794.09	\$* 751.40	28,312,694.67	b 5,317.81	b 8,913,967.74
St. Louis, Keokuk & North Western.						167,117.43	b 71,543.93	b 71,543.93
Chicago, Fort Madison & Des Moines.						1,495,479.48	4,810.93	b 873,938.14
Chicago, Iowa & Dakota.						543,462.88	2,402.54	b 131,967.18
Chicago, Great Western.	17,116.76	7,118.00	33,943.43	5,784.00	28,240.90	30,080.76	1,137.14	30,020.76
Chicago, Milwaukee & St. Paul.	759,833.60	846,938.32		1,304,676.40		2,973,973.05	2,909.36	1,305,079.63
Chicago, Rock Island & Pacific.								
Chicago & Northwestern.								
Chicago, St. Paul, Minneapolis & Omaha.								
St. Louis & Pacific.								
Chicago, Santa Fe & California.								
Crooked Creek.	9,430.00			5,347.04		14,777.04	659.89	14,777.04
Des Moines Northern & Western.		10,000.00		18,435.45		a 184,181.03	1,237.54	184,131.02
Dubuque & Sioux City.	12,000.00							
Des Moines Union.								
Humeston & Shenandoah.								
Iowa Central.	110,360.97	28,542.33		473,072.53		13,000.00	4,444.45	4,444.45
Iowa Northern.								
Keokuk & Western.						611,975.83	1,316.86	504,094.45
Mason City & Fort Dodge.								
Minneapolis & St. Louis.	8,090.19	7,205.60	c 1,263.81	38,954.45	739.45	d 179,742.03	1,933.73	d 179,742.03
Omaha & St. Louis.								
Sioux City & Northern.								
Tabor & Northern.	2,500.00	1,990.00						
Union Pacific.								
Wabash.								
Winona & Western.								
WYOMING NARROW GAGE ROADS.								
Burlington & Northwestern.	23,843.79	14,079.55		41,695.88	3,813.41	86,391.64	2,204.79	85,391.64
Burlington & Western.	33,926.37	12,532.35		73,983.65	558.45	120,910.83	1,710.19	120,910.83
Des Moines & Kansas City.								
Total.	\$1,217,632.34	\$ 559,748.77	\$ 30,247.45	\$ 2,217,163.64	\$ 33,559.71	\$ 87,293,497.29	\$ 2,778.97	\$23,920,306.64

a Includes \$155,936.57 equipment from reorganization. b From report of 1895. c Snow plows. d Includes \$123,510 contract equipment. * Credit

TABLE VII—COST OF ROAD AND EQUIPMENT.

RAILROADS.	Total cost of road and equipment.	A. V. cost of road and equipment per mile.	Proportion of cost of road and equipment for Iowa.	A. V. cost of road and equipment per mile.	A. V. cost of road and equipment in Iowa.	Actual present cash value of road and equipment.	Actual present cash value of all other property owned.
Ames & College.....	\$ 24,321.38	\$ 12,160.69	\$ 24,321.38	\$ 12,160.69	\$ 12,160.69		
Albia & Centerville.....	400,000.00	16,396.61	400,000.00	16,396.61	16,396.61		
Atchison, Topeka & Santa Fe.....	371,927,819.92						
Boone Valley.....	26,805,086.11	11,668.66	35,000.00		11,668.66		
Burlington, Cedar Rapids & Northern.....	204,952,681.40	23,314.40	82,000,866.70		23,314.40		
Burlington, Burlington & Quincy.....	8,996,708.53	36,189.43	431,051,331.85		36,739.87		
Chicago, Burlington & Kansas City.....	13,279,146.69	49,552.85	63,838,603.19		49,552.85		
Kansas City, St. Jo. & Council Bluffs.....	12,430,721.82	42,718.82	72,480,721.82		42,718.82		
St. Louis, Keokuk & Northwestern.....	16,761,892.95	74,230.75	68,578,527.04		74,230.75		
Chicago, Ft. Madison & Des Moines.....	3,294,143.01	46,343.40	3,294,142.01		46,343.40		
Chicago, Iowa & Dakota.....	421,854.96	15,979.34	421,854.96		15,979.34		
Chicago Great Western.....	53,635,947.58	53,635.95	29,585,970.14		53,635.95		
Chicago, Milwaukee & St. Paul.....	211,830,735.42	34,471.04	52,957,683.85		34,471.04		
Chicago, Rock Island & Pacific.....	104,953,182.16	36,433.95	638,265,043.53		638,259.40		
Chicago & North-Western.....	173,158,820.28	34,835.08	40,517,377.70		34,835.08		
Chicago, St. Paul, Minneapolis & Omaha.....	55,826,516.82	29,241.49	2,925,453.08		29,241.49		
St. Louis, St. Paul, Minneapolis & Omaha.....	5,763,238.35	53,642.14	4,316,532.76		53,642.14		
Chicago, Santa Fe & California.....	210,654.86	9,400.04	210,654.86		9,400.04		
Creole Creek.....	7,398,616.40	48,724.31	7,398,616.40		48,724.31		
Des Moines Northern & Western.....	21,175,213.70	35,314.16	20,699,334.13		26,109.47		
Des Moines & Union.....	1,090,000.00	370,370.37	1,000,000.00		370,370.37		
Humboldt & Albia.....	6,719,482.20	70,397.63	6,719,482.20		70,397.63		
Iowa Central.....	20,845,154.79	41,444.70	17,170,073.27		41,444.70		
Iowa Northern.....	140,000.00	20,202.02	140,000.00		20,202.02		
Keokuk & Western.....	2,658,049.65	98,717.93	2,458,049.63		98,717.93		
Keokuk City & Dodge.....	22,003,860.47	59,179.49	78,361,182.28		78,361.12		
Mississippi River Railroad & Terminal Bridge Co.....							
Omaha & St. Louis.....	1,500,000.00	10,758.03	717,600.00		10,758.03		
Omaha & Northern.....	3,894,271.12	33,212.00	2,700,700.40		33,212.00		
Tabor & Northern.....	77,578.35	8,655.85	77,578.35		8,655.85		
Union Pacific.....							
Wabash.....							
Winona & Western.....	133,433,500.00	78,712.64	3,408,252.98		78,712.64		
Burlington & Northwestern.....	425,683.05	10,990.25	425,683.05		10,990.25		
Burlington & Western.....	1,477,002.22	20,861.12	1,477,002.22		20,861.12		
Des Moines & Kansas City.....	61,510,900.66	613,432.04	61,510,900.66		613,432.04		
Total.....	\$1,474,533,433.32	\$ 46,951.26	\$ 80,047,864.88	\$ 46,951.26	\$ 32,965.92		

a Mileage basis. b Report of 1895.

TABLE VIII—PROPERTY
CHARGES AND CREDITS BY WHICH THE CAPITAL AND

RAILROADS.	Grading.	Bridging and masonry.	Superstructure, including rails.	Land, land damages and fences.	Passenger and freight stations, coal sheds and water stations.
Ames & College					
Albia & Centerville					
Atchison, Topeka & Santa Fe		\$158,075.54		\$ 15,435.46	\$ 24,656.57
Boone Valley					
Burlington, Cedar Rapids & Northern	\$ 23,458.83		\$ 28,918.16	3,182.88	9,089.98
Chicago, Burlington & Quincy	2,836.54	114,929.91	127,767.56	149,036.76	52,132.54
Chicago, Burlington & Kansas City					
Kansas City, St. Jo. & Council Bluffs		*4,445.46		4,807.74	
St. Louis, Keokuk & Northwestern	2,094.79		73,736.78	14,892.21	5,325.87
Chicago, Ft. Madison & Des Moines					
Chicago, Iowa & Dakota					
Chicago Great Western	64,668.34	71,263.61		32,964.89	41,234.27
Chicago, Milwaukee & St. Paul		10,123.43		26,838.60	15,667.17
Chicago, Rock Island & Pacific					
Chicago & North-Western	74,527.58	28,751.24	3,775.53	172,577.58	146,696.92
Chicago, St. Paul, Minneapolis & O			60,964.47	72,108.91	16,802.33
Sioux City & Pacific			1,517.54		1,229.17
Chicago, Santa Fe & California					
Crooked Creek				4,386.20	
Des Moines Northern & Western				1,300.00	14,339.70
Dubuque & Sioux City					
Des Moines Union					
Humeston & Shenandoah					
Iowa Central		760.34		15,519.50	
Iowa Northern					
Keokuk & Western					
Mason City & Ft. Dodge	390.92	2,163.90	3,249.86	1,181.40	1,007.20
Minneapolis & St. Louis	7,339.60	9,922.46	*2,644.91	6,983.00	
Mississippi River R. R. & T. Bridge Co.					
Omaha & St. Louis					
Prairie du Chien & McGregor					
Sioux City & Northern					
Tabor & Northern			527.96	35.00	
Union Pacific					
Wabash					
Winona & Western					
NARROW GAUGE ROADS.					
Burlington & Northwestern			391.95	106.90	
Burlington & Western			1,331.87	129.40	988.99
Des Moines & Kansas City					
Total	\$175,311.10	\$401,543.97	\$390,526.77	\$520,430.43	\$ 390,780.21

* Credits. ** Purchase of stock and bonds of Des Moines & Kansas City.

ACCOUNTS—ENTIRE LINE.

DEBT HAVE BEEN INCREASED DURING THE YEAR.

Engine houses, car sheds and turn tables.	Machinshops, machinery and tools.	Engineering agencies, sal- aries and oth- er expenses during con- struction.	Interest, dis- counts, etc.	Purchase of other roads.	Double track extension.	Other items.	Total for con- struction.
	\$ 8,454 81	\$ 752 81				\$ 26,481.66	\$ 233,856 85
		2,388 58		\$ 48,500.00		34,990.87	145,723 80
		*52 10	*8322,301.49			9,650 29	134,000.01
*\$1,447 59						1,407.14	1,407.14
		77.18				17,078 92	15,993 61
	559 23			1,122 68		*360.65	95,275 68
							1,682.01
			7,747 56			167,305.47	385,179 14
			83,320 00			139,448.54	274,882.74
	2,196 93	27,532.75	5,452 55	1,266,250 68	\$ 350,848.10	613,197.36	500,821 58
						133,878 14	1,436,576 59
							1,550,024.48
							2,746 71
	1,300.00			3,875,000 00		20,111.09	5,686 20
							2,910,750 79
				232,093.52			243,372.36
				**300,000 00			800 000 00
23,633.38		70 00					8,612.28
							50,232.58
			2,900.00				3,462.96
							498 85
							2,450.26
\$27,185.79	\$ 12 511 12	\$ 30,684 23	*\$ 222,881.28	\$6,218,296.63	\$ 350,848 10	\$1,162,188 63	\$9,807,210.64

TABLE IX—PROPERTY ACCOUNTS—ENTIRE LINE—CONTINUED.
CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

RAILROADS.	Locomo- tives.	Passenger, mail, bag- gage and exp's cars.	Parlor, din- ing, and sleeping cars.	Freight and other cars.	Wrecking cars, pile drivers and tools.	Total for equipment during the year.	Total ex- penditures charged to property accounts.	Credits to property accounts.	Net addi- tions to property accounts for the year.
Ames & College							\$ 353,498.14		\$ 353,498.14
Albia & Centerville									
Atchison, Topeka & Santa Fe	\$ 4,200.73			\$ 15,438.56		\$ 19,639.29			\$ 253,498.14
Boone Valley									
Burlington, Cedar Rapids & Northern				93,979.44		68,197.46	307,921.26		307,921.26
Chicago, Burlington & Quincy	9,337.00			\$ 1,173.50		104,086.94	238,086.95		238,086.95
Chicago, Burlington & Kansas City				260.00		280.00	1,667.14		1,667.14
Kansas City, St. Jo. & Council Bluffs				3,440.00		4,140.00	20,133.61		20,133.61
St. Louis, Keokuk & Northwestern				2,040.00		75.00	97,300.68		97,300.68
Chicago, Ft. Madison & Des Moines				3,760.00		3,760.00	5,442.01		5,442.01
Chicago, Iowa & Dakota									
Chicago Great Western	\$ 38,534.12			188,964.51		229,500.13	614,679.27		614,679.27
Chicago, Milwaukee & St. Paul	\$ 3,731.90	3,807.63	\$107,633.99	273,643.30		387,815.72	663,698.46		663,698.46
Chicago, Rock Island & Pacific						1,893.21	503,714.79		503,714.79
Chicago & North-Western		45,176.50		306,053.93		383,230.73	1,759,807.33	\$ 11,153,139.73	\$ 11,153,139.73
Chicago, St. Paul, Minn. & Omaha							1,550,024.43	1,850.00	1,548,174.43
Sioux City & Pacific		137.93		10,346.40		10,484.33	13,231.04		13,231.04
Chicago, Santa Fe & California									
Crooked Creek									
Des Moines Northern & Western		10,000.00		11,805.85		\$1,806.85	27,495.05	13,000.00	14,495.05
Dubuque & Sioux City							3,910,750.79		3,910,750.79
Des Moines Union									
Humeston & Shenandoah									
Iowa Central		4,230.65		51,173.87		55,403.52	303,775.88		303,775.88
Iowa Northern									
Keokuk & Western									
Mason City & Ft. Dodge							900,000.00		900,000.00
Minneapolis & St. Louis		32,899.10		18,960.41	53.49	18,123.90	26,746.18		26,746.18
Mississippi River R. R. & T. Bridge Co.				45,073.71		** 175,700.15	238,833.64		238,833.68
Omaha & St. Louis									
Sioux City & Northern	19,832.49			238,707.20		258,539.69	268,539.69		268,539.69
Tabor & Northern									
Union Pacific									
Wabash							3,403.95		3,403.95
Winona & Western									
WYARROW GAUGE ROADS.									
Burlington & Northwestern									
Burlington & Western							498.95		498.95
Des Moines & Kansas City							2,450.26		2,450.26
Total	\$ 39,973.63	\$134,556.13	\$107,633.99	\$1,233,433.18	\$2,001.99	\$1,711,606.92	\$11,519,933.49	\$*11,167,979.73	\$ 381,953.76

* Credits to property accounts. ** Includes \$101,857.34 "other expenditures."

TABLE X—ANALYSIS OF

RAILROADS.	PASSENGERS.				
	Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa.	Crossing the state of Iowa.	Total from passengers, Iowa.
Ames & College.....	\$ 3,214.95				\$ 3,214.95
Albia & Centerville.....					7,367.21
Atchison, Topeka & Santa Fe.....					19,199.35
Boone Valley.....					
Burlington, Cedar Rapids & Northern	517,841.98	\$ 82,091.96	\$ 140,754.42	\$ 89,492.48	830,180.84
Chicago, Burlington & Quincy.....					
Chicago, Burlington & Kansas City.....					
Kansas City, St. Jo. & Council Bluffs					
St. Louis, Keokuk & Northwestern					
Chicago, Ft. Madison & Des Moines...					15,913.26
Chicago, Iowa & Dakota.....	6,537.35				6,537.35
Chicago Great Western.....					427,541.86
Chicago, Milwaukee & St. Paul.....					1,244,354.15
Chicago, Rock Island & Pacific.....					1,593,832.97
Chicago & North-Western.....	822,514.81	309,222.71	247,977.39	319,902.10	1,592,617.01
Chicago, St. Paul, Minneapolis & O					132,555.71
St. Louis City & Pacific.....	112,460.59	10,309.43	16,767.60	24,654.36	164,191.98
Crooked Creek.....					771.28
Des Moines, Northern & Western.....					109,779.30
Dubuque & Sioux City.....					
Des Moines Union.....					
Humeston & Shenandoah.....					25,437.00
Iowa Central.....					365,974.15
Iowa Northern.....					1,632.56
Keokuk & Western.....					
Mason City & Ft. Dodge.....					33,066.03
Minneapolis & St. Louis.....					89,598.45
Omaha & St. Louis.....					43,696.86
Sioux City & Northern.....	15,720.03	3,586.68	5,077.76		24,383.46
Tabor & Northern.....	2,605.52				2,605.52
Union Pacific.....					
Wabash.....	11,414.17	19,023.60	25,633.09		57,070.86
Winona & Western.....					5,675.36
NARROW GAUGE ROADS.					
Burlington & Northwestern.....					15,162.11
Burlington & Western.....					16,439.68
Des Moines & Kansas City.....	} a				24,942.42
		b			28,237.60
Total.....	\$1,497,319.40	\$ 334,233.28	\$ 437,910.25	\$ 434,048.94	\$6,759,491.47

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

EARNINGS—STATE OF IOWA.

EXPRESS.					Extra baggage and storage.	Mails.	Other items.	Total passenger department.	EARNINGS PER TRAIN MILE RUN.	
Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa.	Crossing the state of Iowa.	Total express.					Miles.	Earnings.
\$ 751.14				\$ 751.14				\$ 3,998.00		
				189.35	148.79	1,159.86		8,742.21	30,158	\$.239
				3,314.88	301.46	4,945.32	185.00	27,928.01	51,480	.543
				64,607.50	20,351.00	106,787.01		1,021,928.96	1,125,426	.906
				4,500.00	258.83	4,760.22	4,475.04	29,907.45	46,081	.649
398.47				398.47		1,281.93	2,306.54	10,524.28	12,870	.812
				44,682.14	50,855.41	51,832.07	574,413.47	1,683,741.55	1,819,841	.93
				168,436.80	26,341.15	217,308.67	37,100.78	1,835,703.70	1,744,967	1.106
				149,808.12	28,575.55	154,222.48	39,266.58	2,018,918.65	1,987,441	1.015
				121,999.52	40,575.92	234,114.80	2,611.40	170,597.67	115,493	1.477
				10,858.52	3,690.55	23,002.89		199,191.03	176,123	.113
				6,986.76	4,554.42	23,210.62	247.25	1,492.78		
				5,981.70	1,959.09	13,123.24	604.61	131,396.94	180,641	.727
				3,333.30		6,233.56		35,004.46		
				10,491.02	4,221.01	40,616.70	659.52	321,963.40	493,178	.651
								1,632.56	11,261	.144
				1,340.83	1,201.66	4,284.84		40,491.96	50,367	.803
				7,421.41	1,547.27	21,450.55	343.51	120,361.18	174,436	.67
				2,689.90	1,026.21	16,086.14	193.20	63,691.58	49,220	1.294
				286.27	436.28	6,509.73		31,625.74	62,838	.508
231.57				231.57	7.80	431.24		3,278.13	12,481	.26
540.00	\$ 900.00	\$ 1,280.00		2,700.00	259.93	17,906.10		77,938.91		
				1,210.95		1,754.57		8,640.88	14,664	1.589
				918.00	137.95	3,780.58		19,948.64	12,814	.556
				1,782.00	142.37	4,635.00	84.00	23,063.05	70,844	.325
				820.65		3,405.48		29,168.55	44,947	.648
				1,519.35	587.87	4,895.06		35,239.88	61,180	.597
\$ 1,921.18	\$ 900.00	\$ 1,280.00		\$ 572,488.00	\$ 180,915.27	\$ 988,036.19	\$ 139,589.50	\$ 8,640,520.70	8,343,217	\$.952

TABLE XI—ANALYSIS OF EARNINGS—STATE OF IOWA—CONTINUED.

[illegible]

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XII—ANALYSIS OF EARNINGS—STATE OF IOWA—CONTINUED.

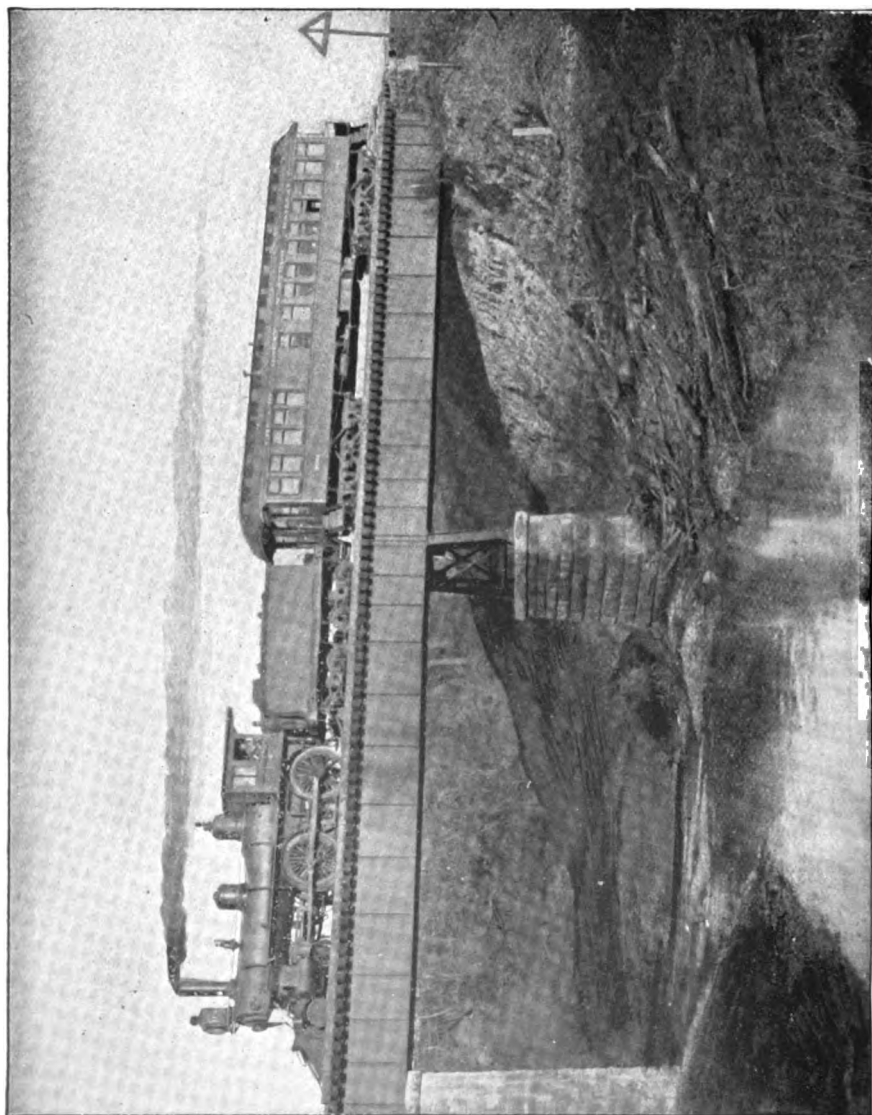
RAILROADS.	OTHER EARNINGS FROM OPERATION.					EARNINGS PER MILE OF ROAD OPERATED.	
	Rents from trucks, yard and terminals.	Car mileage, credited balance.	Switching charge, balance.	Telegraph.	All other sources.	Total other earnings.	Total gross earnings from operation in Iowa.
Ames & College.							
Albia & Centerville.	\$ 5.00					\$ 538.17	\$ 538.28
Atchison, Topeka & Santa Fe.			\$ 188.02	\$ 152.63	\$ 1,737.35	\$ 2,073.00	43,030.22
Boone Valley.							94,738.13
Burlington, Cedar Rapids & Northern.							
Burlington, Burlington & Quincy.	4,350.00				12,970.58	17,320.58	4,460,424.40
Chicago, Burlington & Kansas City.							
Kansas City, St. Jo. & Council Bluffs.							
St. Louis, Keokuk & Northwestern.							
Chicago, Ft. Madison & Des Moines.							
Chicago, Iowa & Dakota.							
Chicago Great Western.							
Chicago, Milwaukee & St. Paul.	7,183.57			\$ 9,022.77	\$ 9,068.10	\$ 18,091.44	2,361,732.73
Chicago, Rock Island & Pacific.	30,408.45			2,622.64	182,656.32	215,181.41	7,422,443.75
Chicago & North-Western.	4,768.15				10,159.40	\$ 5,318.55	6,077,244.23
Chicago, St. Paul, Minneapolis & Omaha.			\$ 4,584.05		901.27	\$ 4,583.78	8,074,110.50
Sioux City & Pacific.	4,913.65				2,670.95	7,584.60	552,967.09
Crooked Creek.							851,402.74
Des Moines Northern & Western.				1,689.30	786.77	2,476.07	14,901.69
Dubuque & Sioux City.							444,062.35
Des Moines Union.							
Humeston & Shenandoah.	14,329.65			836.59	240.00	573.59	104,537.05
Iowa Central.				1,352.02	116.03	15,733.70	1,398,577.16
Iowa Northern.							13,872.85
Keokuk & Western.							
Mason City & Ft. Dodge.	4,186.32	\$ 2,064.01	545.33		632.24	2,644.91	186,236.78
Minneapolis & St. Louis.		872.97	186.76		319.93	6,232.86	437,044.05
Omaha & St. Louis.		3,988.74	+ 1,864.36		960.83	6,754.93	145,908.84
Sioux City & Northern.							213,546.71
Tabor & Northern.				170.29	34.80	205.09	8,581.70
Union Pacific.							801,468.55
Wabash.							4.18
Winona & Western.				285.65	58.23	343.88	267,905.65
NARROW GAUGE ROADS.							33,881.80
Burlington & Northwestern.						150.00	68,202.31
Burlington & Western.				123.37	633.69	777.06	83,467.34
Des Moines & Kansas City.					467.02	467.02	49,931.70
Total.	\$ 70,946.79	\$ 6,916.73	\$ 2,068.58	\$ 15,542.30	\$ 224,333.01	\$ 821,770.43	\$ 83,355,833.63
							6,977.09
							\$ 4,726.34

* Credits. † Elevator earnings. a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896. ‡ See also Table XV—"Proportion of earnings for Iowa."

TABLE XIII—EARNINGS, PASSENGER—ENTIRE LINE.

RAILROADS.	Local pas- sengers.	Through passen- gers.	All passen- gers.	Express.	Extra tar- iffs and storage.	Mails.	Other sour- ces—pas- senger de- partment.	Total earn- ings—pas- senger de- partment.	Earnings per train mile run.	Miles.	Earnings.
Amea & College.	\$ 3,214.95		\$ 3,214.95					\$ 3,214.95			
Albia & Centerville.	5,619.23	1,647.98	7,267.21	169.35	140.79	751.14		8,432.11	30.156	28.99	
Archison, Topeka & Santa Fe.			4,363,498.88	753,381.00	68,516.96	755,399.07	37,499.43	5,978,262.33	6,145,040	97.28	
Boone Valley.											
Burlington, Cedar Rapids & Northern.	509,337.62	336,747.17	876,104.19	72,000.00	22,615.51	124,905.44	46,941.08	1,094,862.14	1,280,572	86.96	
Chicago, Burlington & Quincy.			5,096,731.04	739,498.68	114,317.27	1,332,505.79		7,169,053.82	2,993,478	1.09	
Chicago, Burlington & Kansas City.			84,969.71	11,700.00	18,693.98	117,430.54		117,430.54	140,615	83.53	
Kansas City, St. Jo. & Council Bluffs.			538,615.72	21,633.40	11,461.91	85,708.20	44.72	635,703.93	647,847	1.01	
St. Louis, Keokuk & North-western.			460,125.91	99,161.40	9,469.27	62,001.50		570,763.33	658,770	86.64	
Chicago, Ft. Madison & Des Moines.			15,913.26	4,500.00	253.83	4,760.82	4,475.04	29,907.45	46,081	64.90	
Chicago, Iowa & Dak. ta.			6,537.35	398.47		1,281.93	2,806.54	10,324.28	12,870	81.22	
Chicago Great Western.	669,751.64	185,338.05	855,089.70	89,361.28		101,310.83	103,061.14	1,148,826.95	8,081,409	1.07	
Chicago, Milwaukee & St. Paul.	5,531,072.41	662,507.41	6,193,579.85	720,000.00	133,878.18	1,198,129.76	386,769.50	8,639,355.20	5,703,789	24.93	
Chicago, Rock Island & Pacific.	3,094,069.01	1,187,541.57	4,281,610.58	409,200.00	78,053.96	648,788.23	107,266.45	5,414,779.23	9,748,000	94.33	
Chicago & North-Western.	6,178,859.56	1,323,969.69	7,502,829.24	567,550.96	132,537.49	690,986.87	21,063.53	9,098,617.99	1,916,787	1.13	
Chicago, St. Paul, Minneapolis & O.			1,757,177.32	157,766.78	47,873.03	212,673.93		2,175,486.01	1,916,787	1.13	
St. Louis & Pacific.	81,002.52	106,883.27	187,885.79	8,983.12	5,433.91	20,290.53	300.00	232,866.75	196,373	13.64	
Cracked Creek.	771.28		771.28			721.50		1,492.78	150,641	72.74	
Des Moines Northern & Western.	96,191.73	13,587.57	109,779.30	5,931.70	1,958.09	18,123.24	604.81	131,356.94	851,740	98.85	
Dubuque & Sioux City.	553,176.52	88,118.97	641,295.49	60,000.00	14,748.20	87,151.31	1,150.23	799,314.23			
Des Moines Union.											
Humeston & Shenandoah.			25,437.60	3,373.30	4,716.63	6,233.56		35,004.46	616,080	63.64	
Iowa Central.	238,619.39	85,470.20	324,089.59	13,541.65		48,910.72	803.63	392,092.11	11,281	14.49	
Iowa Northern.	1,632.56		1,632.56					1,632.56	182,767	63.47	
Keokuk & Western.	76,729.62	17,298.78	93,988.35	8,100.00	2,814.22	17,444.48		123,347.47	50,387	90.40	
Mason City & Ft. Dodge.	32,232.80	1,433.74	33,666.53	1,340.83	1,209.66	4,284.94		40,494.90	50,387	90.40	
Minneapolis & St. Louis.			405,665.08	33,150.00	7,736.34	53,166.09	964.62	500,622.31	559,047	90.00	
Omaha & St. Louis.	63,885.29	31,065.72	94,951.01	5,847.61	2,280.89	34,970.45	430.00	138,459.96	106,530	29.99	
Sioux City & Northern.	18,319.93	9,703.85	28,023.78	359.56	546.05	8,147.76		37,077.13	78,100	47.47	
Tabor & Northern.		2,605.52	2,605.52		7.80	4,337.34		3,877.13	12,451	26.00	
Union Pacific.			3,239,976.52	313,865.54	76,680.25	456,097.31		4,096,558.92	5,019,857	81.41	
Wabash.			87,417.20	8,650.00		8,476.19		41,743.39	71,143	56.76	
Winona & Western.	24,793.32	2,623.88	27,417.20								
NARROW GAUGE ROADS.											
Burlington & Northwestern.			15,163.11	918.00	137.95	3,730.58		19,048.64	12,814	1.55	
Burlington & Western.			4,635.00	1,773.00	142.37	4,635.00	84.00	24,063.05	70,841	33.58	
Des Moines & Kansas City.			820.65	820.65	587.87	3,405.69		50,169.53	44,947	61.90	
	21,004.88	7,232.72	28,237.60	1,510.25	587.87	4,595.69		35,289.98	62,130	56.72	
Total.	\$17,220,302.77	\$4,060,704.05	\$21,281,006.82	\$4,051,964.36	\$783,697.86	\$6,122,322.23	\$713,147.46	\$49,456,314.71	49,717,024	\$ 96.27	

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.



CHICAGO GREAT WESTERN RAILWAY.
Plate Girder Bridge over North River.

TABLE XIV—EARNINGS, FREIGHT—ENTIRE LINE.

RAILROADS.	LOCAL.	THROUGH.	OTHER SOURCES—FREIGHT DEPARTMENT.	TOTAL EARNINGS—FREIGHT DEPARTMENT.	EARNINGS PER TRAIN MILE RUN.		EARNINGS PER TRAIN MILE RUN FROM ALL TRAINS EXCEPT REVENUE.	
					Miles.	Earnings.	Miles.	Earnings.
Ames & College.	\$ 1,173 10			\$ 1,175 10				
Albia & Centerville.	503 56	\$ 33,775 45		34,382 91	19,818	\$ 1,722 94	49,974	\$ 86 1
Atchison, Topeka & Santa Fe.		14,612 06	\$ 112,987 74	14,725 06	11,260 601	1,30 53	17,425 06	\$ 131 721
Boone Valley.								
Burlington, Cedar Rapids & Northern.		16,701 23	26,972 88	3,778 95	2,401 438	1,57 362	3,632 010	1 24,185
Chicago, Burlington & Quincy.				16,701 23	11,542 263	1 45	19,801 501	1 36
Chicago, Burlington & Quincy.					245 587 52	1 14	355 542	1 02 103
Chicago, Burlington & Quincy.					450 4 7	2 00 071	1,104 272	1 60 087
Chicago, Burlington & Quincy.					521 528	2 40 424	1 12 298	1 54 737
Chicago, Burlington & Quincy.					67 053 47	1 25 091	96 487	98 444
Chicago, Burlington & Quincy.					27 599 26	1 07		
Chicago, Burlington & Quincy.					3,543 004 51			
Chicago, Burlington & Quincy.					23,934 900 18	1 68 055	22,293 630	1 47 571
Chicago, Burlington & Quincy.					11,292 720 61	1 39 271	13,812 203	1 20 953
Chicago, Burlington & Quincy.					24,573 12 06	1 43 241	24,801 795	1 36 358
Chicago, Burlington & Quincy.					3,891 252 55	1 92 140	4,983 345	1 61 910
Chicago, Burlington & Quincy.					174 45 22	1 07 248	338 835	1 13 481
Chicago, Burlington & Quincy.					11 4 14 91			
Chicago, Burlington & Quincy.					310 159 34	1 59 356	375 274	1 17 662
Chicago, Burlington & Quincy.					1,978 107 50	1 44 781	2,218 234	1 25 214
Chicago, Burlington & Quincy.								
Chicago, Burlington & Quincy.					70 0 6 61			
Chicago, Burlington & Quincy.					1,445 904 18	1 57 257	1,547 445	1 18 782
Chicago, Burlington & Quincy.					11,769 13	1 04 251	11,981	1 18 748
Chicago, Burlington & Quincy.					946 117 13	9 48 603	260 772	1 26 548
Chicago, Burlington & Quincy.					1,957 81	2 34 426	101 030	1 50 947
Chicago, Burlington & Quincy.					1,578 01 01	6 48 437	1,910 534	1 67
Chicago, Burlington & Quincy.					1,578 01 01	7 31 723	2,11 062	1 58 808
Chicago, Burlington & Quincy.					218 307 29	4 00 280	191 776	1 94 810
Chicago, Burlington & Quincy.					6,086 48		12 481	40 8
Chicago, Burlington & Quincy.					8,721 573 70	1 34 33	11,300 639	1 13 64
Chicago, Burlington & Quincy.					115 386 84	1 62 453	1 62 084	1 10 586
Chicago, Burlington & Quincy.								
Chicago, Burlington & Quincy.					28,970 67	3 20 471	2 756	2 35 173
Chicago, Burlington & Quincy.					60 281 49	87 605	134 417	86 678
Chicago, Burlington & Quincy.					21,008 09	1 20 691	81,204	1 20 691
Chicago, Burlington & Quincy.					20 003 87	30 605	92 731	69 760
Total.	\$ 61,412 905 61	\$ 50,351,878 91	\$ 499,239 90	\$ 122,639,807 02	73,204,867	\$ 1,510 259	134,846,540	\$ 1,309 887

1 July 1 to December 4, 1893. b December 4, 1893 to July 1, 1898.

TABLE XV—EARNINGS—OTHER—ENTIRE LINE.

RAILROADS.	Rents received for use of road, etc.	Car mileage—credit balance.	Earnings from all other sources.	Telegraph.	Total earnings from all sources.	EARNINGS PER MILE OF ROAD OPERATED.		Proportion of earnings for Iowa.
						Miles.	Earnings.	
Ames & College.....	\$ 5.00		\$ 558.17		\$ 5,693.34	1.98	\$ 2,974.56	\$ 5,699.86
Albia & Centerville.....	83,416.55		434,014.03	\$ 31,658.79	21,210,738.07	21.44	1,760.65	43,930.22
Atchison, Topeka & Santa Fe.....						4,533.47	4,942.85	94,788.13
Boone Valley.....								
Burlington, Cedar Rapids & Northern.....	4,350.00		635,411.02	56,570.09	25,618,303.80	1,136.00	4,309.24	4,490,421.40
Chicago, Burlington & Quincy.....	245,487.78		6,406.82	1,450.86	389,621.68	5,754.09	4,452.22	4,790,579.70
Chicago, Burlington & Kansas City.....			84,112.11	5,507.01	1,707,894.59	220.95	1,671.38	192,180.19
Kansas City St. Jo & Council Bluffs.....	60,731.58		31,688.15	2,763.24	95,960.92	303.50	5,711.40	* 295,871.24
St. Louis, Keokuk & Northwestern.....	133,500.00				1,944,634.16	257.57	8,346.00	118,914.32
Chicago, Ft. Madison & Des Moines.....					71.70	1,351.56	1,351.56	95,661.92
Chicago, Iowa & Dakota.....					38,113.54	26.40	1,413.69	34,113.54
Chicago Great-Western.....			12,257.06		4,704,160.52	931.20	5,051.72	2,351,792.78
Chicago, Milwaukee & St. Paul.....	263,696.10		32,874.40	32,874.80	32,987,154.42	6,197.92	5,314.74	7,422,445.75
Chicago, Rock Island & Pacific.....	316,892.85		506,910.55	7,403.27	17,531,303.23	3,571.41	4,906.79	6,677,241.29
Chicago & Northwestern.....	108,310.43		19,340.46		33,997,621.24	5,030.78	6,737.92	8,054,110.50
Chicago, St. Paul, Minneapolis & Omaha.....	40,692.54	\$ 4,701.83			8,117,253.05	1,402.23	5,439.67	552,967.69
St. Louis City & Pacific.....	14,601.80		3,020.65		421,538.81	1,107.42	3,954.91	351,462.74
Crooked Creek.....					12,901.79	22.41	576.71	12,901.69
Des Moines Northern & Western.....			2,478.07	1,659.80	444,032.35	151.00	2,940.61	441,033.35
Dubuque & Sioux City.....	20,810.63		13,178.98	375.53	2,811,531.43	599.59	4,631.09	2,791,130.17
Des Moines Union.....					100,952.33			100,952.33
Humeston & Shenandoah.....					106,427.66			1,398,597.16
Iowa Central.....	14,335.65		576.59	394.69	1,834,013.80	499.49	8,711.81	1,398,597.16
Keokuk & western.....			1,032.19	1,505.93	13,372.35	5.83	1,292.62	13,372.35
Mason City & Ft. Dodge.....	10,127.46	2,653.41			424,307.84	147.09	2,867.52	* 209,556.36
Minneapolis & St. Louis.....	84,214.29	2,054.01			168,226.78	92.00	1,529.63	168,326.78
Omaha & St. Louis.....		4,123.16			2,107,653.83	395.76	5,700.06	437,042.05
Sioux City & Northern.....			1,101.50		317,384.44	145.00	2,188.86	145,994.84
Tabor & Northern.....		4,983.67	3,626.00		293,194.11	97.29	2,729.09	213,546.71
Union Pacific.....			203.09	170.29	8,581.70	8.79	976.30	* 681.70
Wabash.....								301,459.55
Winona & Western.....			1,419.75	1,138.43	12,907,42.68	1,936.20	6,632.11	267,403.55
NARROW GAGE ROADS.								82,821.81
Burlington & Northwestern.....			150.00		58,389.31	52.50	1,111.79	59,399.31
Burlington & Western.....					83,467.34	104.20	801.90	83,467.34
Des Moines & Kansas City.....			777.08	123.37	49,981.70		416.26	43,792.13
			467.02		64,710.77	112.00	577.78	57,176.94
Total.....	\$ 1,416,375.81	\$ 40,645.18	\$ 1,757,104.83	\$ 146,597.50	\$ 175,558,518.41	\$ 34,241.21	\$ 5,124.16	\$ 41,641,292.55

a July 1 to December 4, 1896. b December 4, 1896, to July 1, 1896. * Mileage basis.

TABLE XVI—OPERATING EXPENSES—ENTIRE LINE
MAINTENANCE OF WAY AND BUILDINGS.

RAILROADS.	REPAIRS OF RAILS.			RENEWAL OF TIMB.			REPAIRS OF			Repairs of crossings and signs.	Repairs of buildings, stations and water tanks	Other ex-penses.	Total.
	Repairs of road bed and track	Tons of steel.	Cost.	Number laid.	Cost.	Repairs of bridges, culverts and cattle guards.							
Ames & College.....	409.98												
Albia & Centerville.....	5,991.92												
Atchison, Topeka & Santa Fe.....	2,203,567.76		\$ 219,029.02	250	720,111.18	\$ 1,779.09	\$ 48,960.58	\$ 613.41	\$ 257.96	\$ 34.01	\$ 25.38	\$ 8,721.87	\$ 4,045,161.62
Boone Valley.....	525,209.6	4,454	127,918.20	109,618	70,640.59	85,902.89	29,791.07	96,613.60	254,459.84		9,692.91	935,729.27	
Burlington, Cedar Rapids & North'n.....	2,707,600.8					15,061.99	57,866.15	324,459.84	114,865.86		114,865.86	3,544,944.44	
Chicago, Burlington & Quincy.....	63,036.12					44,949.10	4,133.86	9,533.31	12,839.29			86,948.23	
Chicago, Burlington & Council Bluffs.....	181,198.23					20,340.90	4,708.07	398.88	12,839.29			230,132.76	
Kansas City, St. Jo & Council Bluffs.....	137,675.00					40,208.81						194,882.17	
St. L. mis, Keokuk & Northwestern.....	13,018.60					1,300.58						16,319.18	
Chicago, Ft. Madison & Des Moines.....	13,018.60					1,300.58						16,319.18	
Chicago, Iowa & Dakota.....	3,382.23					3,382.23						6,764.46	
Chicago, Great Western.....	401,741.70					60,312.07	13,038.99	27,844.04			7,789.10	637,393.86	
Chicago, Milwaukee & St. Paul.....	1,637,490.50					925,470.61	24,700.74	306,183.59			30,337.02	4,277,593.76	
Chicago, Rock Island & Pacific.....	1,235,073.36					763,217.70	61,389.74	290,440.10				2,575,933.70	
Chicago & Northwestern.....	2,175,032.88	24,081		1,400,927	643,499.61	473,522.91	162,613.93	655,893.01			48,007.11	4,134,508.29	
Chicago, St. Paul, Minneapolis & O.....	550,345.67					213,489.60	15,713.14	103,838.91			14,354.43	1,331,631.93	
Sioux City & Pacific.....	29,607.79					182,791.18	1,620.41	3,866.67			1,223.93	43,189.23	
Crooked Creek.....	1,707.09					4,168.08	128.57	183.00			5,077.60	5,783.91	
Des Moines Northern & Western.....	51,506.33					6,903.80	705.39	8,300.35			1,987.84	58,800.13	
Dubuque & Sioux City.....	201,407.38					11,243.10	6,903.80	9,206.47			2,889.16	206,502.73	
Des Moines Union.....	10,062.64					58,041.91	9,206.47	39,016.37				156,064.75	
Hammond & Shenandoah.....	20,607.74					1,874.85	220.28	1,294.01				49,814.08	
Iowa Central.....	123,488.64					3,973.83	15,413.84	390.78				204,487.45	
Iowa Northern.....	2,486.46					63,451.03	38,165.63	14,569.95				294,487.45	
Keokuk & Western.....	24,812.61					632.18						3,003.64	
Mason City & Ft. Dodge.....	16,313.96					10,307.47	9,493.51	4,470.74			1,818.05	64,101.81	
Minneapolis & St. Louis.....	137,608.44					28,377.90	2,710.28	803.96				31,963.36	
Omaha & St. Louis.....	29,219.34					40,470.01	16,004.03	5,705.67			4,910.28	673,776.28	
Sioux City & Northern.....	22,492.55					12,313.28	5,708.80	2,067.94				21,770.23	
Tabor & Northern.....	1,374.09					17,731.35	1,918.61	837.58			1,185.46	48,233.85	
Union Pacific.....	841,064.16					357.56					50.88	2,433.49	
Wabash.....	20,730.11					272,584.07	202,114.83	53,623.20			2,626.07	1,719,036.44	
WINONA & WESTERN.....						9,339.17	8,997.68	105.26			1,680.06	41,768.83	
NARR. W. GAUGE ROADS.....													
Burlington & Northwestern.....	11,104.36					2,838.74	2,418.91	410.25				26,770.85	
Burlington & Western.....	22,566.24					2,418.91	2,418.91	230.19				26,770.85	
Des Moines & Kansas City.....	7,205.43					1,175.00						10,011.63	
Des Moines & Kansas City.....	8,619.72					1,506.51						14,443.73	
Total.....	\$13,447,804.09			5,159,100	\$3,341,159.59	\$3,578,870.61	\$763,069.65	\$23,107,043.68	\$888,729.13	\$25,336,963.97			

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XVII.—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.
MAINTENANCE OF MOTIVE POWER AND CARS.

RAILROADS.	Repairs of locomotives.	Repairs of passenger cars.	Repairs of freight cars.	Repairs of tools and machin- ery.	Other ex- penses.	Total.
Ames & College.	\$ 870 01	\$ 121 01	\$ 1 642 48	\$ 75,273 73	.....	\$ 991 02
Albia & Centerville.	1,699 02	481 97	1,147 930 56	.....	.....	3,713 47
Atchison, Topeka & Santa Fe.	954,771 90	339,455 45	1,664,296 87	.....	\$ 45,481 34	2,402,914 97
Boone Valley.	.....	.....	275,860 68	.....	.....	587,309 83
Burlington, Cedar Rapids & Northern.	220,104 45	27,428 47	1,664,296 87	38,347 70	31,559 38	2,857,369 29
Chicago, Burlington & Quincy.	1,173,072 42	.....	14,520 84	.....	.....	24,160 17
Chicago, Burlington & Quincy.	8,199 57	1,439 57	46,163 03	.....	.....	103,184 57
Chicago, Burlington & Quincy.	38,361 31	17,720 33	56,576 49	.....	.....	10,636 43
St. Louis, Keokuk & Council Bluffs.	25,028 92	19,051 01	1,303 42	.....	.....	3,430 45
St. Louis, Keokuk & Northwestern.	1,078 06	721 62	33 00	.....	.....	900 00
Chicago, Ft. Madison & Des Moines.	397 69	34 99	11,950 51	.....	.....	864 10
Chicago, Iowa & Dakota.	174,252 40	73,967 09	259,751 97	.....	.....	631,859 44
Chicago Great Western.	916,425 11	389,508 03	1,080,501 47	.....	.....	2,740,430 69
Chicago, Milwaukee & St. Paul.	578,750 44	303,474 71	630,748 12	.....	.....	1,501,973 27
Chicago, Rock Island & Pacific.	1,398,963 25	339,699 95	1,988,503 55	.....	.....	4,197,760 46
Chicago & North Western.	2,525,946 43	79,793 55	487,452 94	.....	.....	9,98,975 01
Chicago, St. Paul, Minneapolis & Omaha.	21,461 66	4,904 42	8,916 79	.....	.....	50,715 98
Sioux City & Pacific.	2,145 85	.....	263 15	.....	.....	2,349 00
Crooked Creek.	9,902 66	7,908 84	11,538 15	.....	.....	29,339 01
Des Moines Northern & Western.	90,143 30	83,244 18	105,612 80	.....	.....	213,585 40
Dubuque & Sioux City.	4,248 94	.....	285 12	.....	.....	10,529 56
Des Moines Union.	6,553 47	6,78 76	3,123 13	.....	.....	10,295 35
Humeston & Shenandoah.	56,444 70	14,468 35	63,166 90	.....	.....	145,877 54
Iowa Central.	.....	.....	.....	.....	.....	1,166 04
Iowa Northern.	11,758 05	3,070 80	24,405 78	.....	.....	41,048 83
Keokuk & Western.	5,151 72	1,024 73	7,188 68	.....	.....	13,497 99
Mason City & Ft. Dodge.	64,063 00	31,790 88	79,850 48	.....	.....	188,797 46
Minneapolis & St. Louis.	30,208 03	3,312 87	11,903 05	.....	.....	96,789 44
Omaha & St. Louis.	4,835 54	2,627 47	11,903 05	.....	.....	19,589 60
Sioux City & Northern.	.....	.....	.....	.....	.....	403 91
Tabor & Northern.	.....	.....	.....	.....	.....	.....
Union Pacific.	.....	.....	.....	.....	.....	.....
Wabash.	5,657 26	307 01 28	5,133 30 12	.....	.....	1,898,433 43
Winona & Western.	5,042 01	801 67	4,497 27	.....	.....	10,873 76
Winona & Western.	.....	.....	.....	.....	.....	.....
NARROW GAUGE ROADS.	.....	.....	.....	.....	.....	.....
Burlington & Northwestern.	798 40	.....	2,538 07	.....	.....	3,334 47
Burlington & Western.	8,670 54	.....	4,542 16	.....	.....	8,152 70
Des Moines & Kansas City.	1,905 76	1,403 62	2,803 45	.....	.....	5,915 13
Des Moines & Kansas City.	2,816 40	718 92	1,424 65	.....	.....	4,959 97
Total.	\$6,646,574 49	\$1,887,544 00	\$3,459,106 63	\$ 410,581 84	\$1,842,631 46	\$18,748,433 44

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XVIII—OPERATING EXPENSES—ENTIRE LINE--CONTINUED.
CONDUCTING TRANSPORTATION.

RAILROADS.	Fuel for locomotives.	Water supply.	Oil and waste.	Locomotive service.	Passenger service.	Wages of switchmen and flag-men.	Mileage of passenger cars, debit balance.	Fret train service.	Train supplies.
Ames and College	\$ 1,161.98	72.00	56.36	621.60	553.60	364.90	1,046.66	1,046.66	84.54
Albia and Centerville	3,027.89	465.03	416.67	3,307.69	1,671.05	56.46	802,333.52	802,333.52	311,054.66
Archison, Topeka & Santa Fe	1,291,519.80	122,701.09	77,451.73	1,754,508.65	433,294.97	516,716.07	97,908.63	4,300.00	61,428.05
Boone Valley	288,412.15	25,842.30	11,545.46	306,348.78	51,496.53	60,285.51	22,135.77	160,398.66	389,967.82
Burlington, Cedar Rapids & N.	393,805.41	203,805.41	363,350.23	1,456,348.50	51,496.53	60,285.51	22,135.77	160,398.66	389,967.82
Chicago, Burlington & Quincy	1,433,986.99	3,880.79	51,467.05	201,089.69	1,461.51	634,428.21	118,549.05	26,561.59	1,298,283.86
Chicago, Burlington & Quincy	1,433,986.99	3,880.79	51,467.05	201,089.69	1,461.51	634,428.21	118,549.05	26,561.59	1,298,283.86
Kansas City, St. Jo. & C. H.	11,722.89	7,419.07	220.76	197,850.33	1,461.51	634,428.21	118,549.05	26,561.59	1,298,283.86
St. Louis, Keokuk & N. W.	4,745.73	402.60	220.76	4,818.39	1,461.51	634,428.21	118,549.05	26,561.59	1,298,283.86
Chicago, Iowa & Dakota	2,005.30	114.82	61.10	4,818.39	1,461.51	634,428.21	118,549.05	26,561.59	1,298,283.86
Chicago Great Western	330,770.02	20,183.99	12,856.37	2,002.00	820.00	64,819.99	852.63	154,374.52	41,187.46
Chicago, Milwaukee & St. Paul	2,008,513.11	72,638.87	77,762.24	3,103,353.35	77,444.78	633,665.64	222,428.84	1,031,520.92	218,391.79
Chicago, Rock Island & Pacific	1,008,038.72	164,403.19	27,622.69	2,035,210.90	580,230.51	633,665.64	* 76,296.50	54,424.15	133,482.55
Chicago & North-Western	2,091,976.76	189,846.81	170,126.87	2,539,436.40	571,459.14	891,132.47	87,585.33	1,330,112.41	229,490.86
Chicago, St. Paul, Minn. & O.	651,441.69	31,103.16	14,745.99	482,517.99	115,297.80	140,758.80	252,548.71	67,623.21	4,709.44
St. Paul, Minn. & O.	42,457.38	2,004.38	2,403.60	33,363.64	10,900.93	9,747.90	7,870.21	14,965.78	4,709.44
Crooked Creek	1,494.25	62.90	783.00	2,365.98	4,726.84	33,153.18	9,033.47	111,800.50	25,422.36
Des Moines, Northern & West'n	21,648.51	3,289.46	6,236.21	19,316.38	45,498.05	15,608.70	6,445.17	2,290.55	693.49
Dubuque & Sioux City	103,847.54	12,193.43	6,236.21	180,575.93	3,832.41	18,604.37	9,307.50	70,123.16	4,917.67
Des Moines Union	4,801.81	1,477.51	188.38	7,371.99	3,832.41	18,604.37	9,307.50	70,123.16	4,917.67
Humeston & Shenandoah	8,723.07	725.18	379.22	7,831.77	17,537.21	18,604.37	9,307.50	70,123.16	4,917.67
Iowa Central	102,981.71	8,914.30	8,572.53	127,406.28	17,537.21	18,604.37	9,307.50	70,123.16	4,917.67
Iowa Northern	1,690.00	1,690.00	130.89	1,500.00	1,680.00	4,368.90	323.98	16,234.88	1,293.71
Keokuk & western	17,020.16	2,755.23	867.64	23,728.49	1,746.78	39,612.50	243.43	16,234.88	1,293.71
Mason City & Ft. Dodge	9,120.13	961.72	654.69	7,354.12	7,354.12	39,612.50	243.43	16,234.88	1,293.71
Minneapolis & St. Louis	132,245.43	6,917.92	5,498.07	116,502.18	77,053.42	39,612.50	243.43	16,234.88	1,293.71
Omaha & St. Louis	31,985.68	3,412.07	764.18	23,315.87	2,682.80	4,406.05	4,388.76	13,045.93	2,314.40
St. Louis & Northern	22,792.09	32.52	43.86	15,118.32	2,386.57	4,406.05	4,388.76	13,045.93	2,314.40
Tabor & Northern	1,555.30	32.52	43.86	1,590.88	906.84	4,406.05	4,388.76	13,045.93	2,314.40
Union Pacific	657,508.22	14,061.16	36,237.07	806,536.04	196,728.38	488,882.55	14,338.26	474,032.21	54,017.15
Wabash	18,117.74	799.75	554.53	11,660.52	3,970.49	920.00	3,970.50	3,970.50	1,544.16
Winona & Western	2,558.39	269.96	2,951.95	2,951.95	2,951.95	2,951.95	2,951.95	2,951.95	2,951.95
NARROW GAUGE ROADS.	10,049.96	1,230.12	245.47	6,918.00	6,918.00	245.47	6,918.00	6,918.00	245.47
Burlington & Northwestern	2,576.57	434.36	149.19	2,633.12	2,633.12	245.47	2,633.12	2,633.12	245.47
Des Moines & Kansas City.. } a	3,553.13	434.36	149.19	4,162.65	4,162.65	245.47	4,162.65	4,162.65	245.47
Des Moines & Kansas City.. } b	3,553.13	434.36	149.19	4,162.65	4,162.65	245.47	4,162.65	4,162.65	245.47
Total	\$10,310,249.21	\$ 854,294.08	\$ 871,545.95	\$11,882,803.15	\$2,453,728.84	\$3,557,726.01	\$ 549,098.95	\$6,373,470.33	\$ 1,573,905.00

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896. * Dining cars.

TABLE XIX—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.
CONDUCTING TRANSPORTATION—Continued

RAILROADS.	Mileage of freight cars—debit balance.	Telegraph expenses—main line and operating.	Damage and loss of baggage.	Damage to property and contents.	Personal expenses.	Agents and station service.	Station supplies.	Sundries.	Total.
Ames & College.	\$ 1,174.86	\$ 604.26	\$.00	\$ 1,157.10	\$ 77,000.40	\$ 1,757.50	\$ 67.20	\$ 6.55	\$ 2,411.19
Albia & Cente ville.	181,941.73	355,643.85	42,781.71	47,510.29		882,745.75	67,921.40	287.67	15,124.33
Albia & Toueka & Santa Fe.								428,090.11	7,468,774.36
Boone Valley.									4,300.00
Burlington, Cedar Rapids & Northern.	33,293.96	70,665.75	9,061.51	5,937.30	36,904.02	184,349.47	42,904.27	10,563.16	1,376,569.11
Chicago, Burlington & Quincy.	41,935.53	277,149.52	185,713.57		12,701.39	1,222,932.97	473,538.21		8,704,127.72
Chicago, Burlington & Kansas City.	9,737.27	8,516.53	2,682.92		926.45	13,701.39			116,523.99
Kansas City, St. Jo. & Council Bluffs.	37,235.76	24,207.31		6,064.31	3,390.56	200,318.14			611,307.71
St. Louis, Keokuk & Northwestern.	72,700.81	23,173.03	6,117.88		7,337.90	241,901.48			656,797.56
Chicago, Ft. Madison & Des Moines.	954.68	1,064.98	81.46		5,083.47				25,941.03
Chicago, Iowa & Dakota.	25.36		1,432.26	872.26		2,550.54	129.88	2,101.75	10,411.56
Chicago Great Western.	40,884.06	91,635.00	13,436.41	53.60	41,033.21	24,402.02	383.55		1,647,646.34
Chicago, Milwaukee & St. Paul.	163,314.33	484,935.45	115,149.77	94,838.10	176,678.72	1,470,874.87	23,434.36	154,875.20	9,932,164.46
Chicago, Rock Island & Pacific.	113,473.10	233,999.36	39,656.74	33,863.69	127,792.41	1,515,514.80	149,011.46	491,539.04	9,945,146.31
Chicago & North-Western.	256,919.46	402,129.73	85,896.54	48,369.20	251,736.49	1,579,724.01	174,905.22	397,740.19	11,894,146.38
Chicago, St. Paul, Minneapolis & O.		93,063.63	19,703.68	18,191.33	55,843.72	353,122.31	133,048.57	474,166.26	3,467,076.97
St. Paul, Minneapolis & O.	2,010.54	5,412.59	670.85	618.85	4,237.80	28,301.61	80,233.25	142,802.70	174,000.96
Creoked Creek.			57.85				2,337.41	9,849.97	5,700.67
Des Moines Northern & Western.	2,218.70	6,250.76	601.09	873.56	212.50	12,527.83	670.03	184.47	83,767.94
Dubuque & Sioux City.	40,401.51	35,791.42	5,803.06	6,178.40	18,970.43	101,263.50	9,807.46	3,384.21	759,011.35
Des Moines Union.					872.55	21,618.62	1,963.87	738.28	64,867.77
Hannston & Shenandoah.				106.10	103.00	6,077.20	1,406.30		33,896.28
Iowa Central.				5,719.78	16,475.50	88,511.90	4,469.76	36,505.07	593,170.28
Iowa Northern.	35,647.58	37,241.68	2,513.34						103,730.93
Keokuk & Western.	2,404.62	7,012.69		191.45	405.26	18,130.95	437.12	7,424.00	31,161.08
Marion & Dodge.	1,667.94	2,244.57	229.65	589.82	409.16	6,063.02	432.83		510,645.02
Minneapolis & St. Louis.		26,551.28		3,833.74	12,790.91	57,180.98	5,854.36	8,631.43	1,931.43
Omaha & St. Louis.	4,014.75	6,291.84	1,583.78	535.90	90.50	24,287.15	1,874.60	1,191.51	120,393.00
Sioux City & Northern.		3,501.21	70.98		15.75	12,254.19	1,448.64	4,261.51	74,014.68
Tabor & Northern.	19.85		9.50	207.48		400.00	60.00	36.24	3,369.86
Union Pacific.									
Winona & Western.	341,723.46	172,137.60	29,682.04	50,860.98	81,575.13	1,045,844.40	46,128.53	491,600.18	5,907,529.00
WINNAP GAZET ROADS.	220.14	600.54	131.29		106.75	11,666.26	1,259.52	13.06	56,075.24
Burlington & Northwestern.	55.36	500.85	97.31			8,788.00	1,903.40		14,890.49
Burlington & Western.	126.69	580.86	529.23	300.40	287.00	6,186.68	3,746.14		38,006.20
Des Moines & Kansas City.		1,360.57	124.43	78.57	93.00	4,377.99	127.88	172.00	12,040.45
Total.	\$1,402,975.34	\$2,370,646.05	\$562,940.17	\$268,461.73	\$915,193.24	\$9,324,567.23	\$1,187,974.55	\$22,632,865.07	\$67,417,944.00

a July 1 to December 4, 1903. b December 4, 1903, to July 1, 1904. • Credit.

TABLE XX—OPERATING EXPENSES—STATE OF IOWA.
MAINTENANCE OF WAY AND BUILDINGS.

RAILROADS.	REPAIRS OF ROADS AND TRACK.		RENEWAL OF RAILS.		RENEWAL OF TIES.		Repairs of bridges, culverts and cattle guards.	Repairs of fences, rd crossings, and signs.	Repairs of buildings and water tanks.	Other ex- penses.	Total.
	\$	cts.	Ties of steel.	Cost.	Num- ber laid.	Cost.					
Ames & Colle, e.	409.93									35.38	445.31
Albia & Centerville	5.99	92			250	73.50	1,773.09	613.41	257.85		8,731.87
Atchison, Topeka & Santa Fe.	9,639.70			963.72		3,168.49	2,591.75	215.45	1,155.62	8.00	17,798.73
Boone Valley											
Burlington, Cedar Rapids & Northern	472,088.75		4,453	127,918.20	109,018	70,540.39	86,312.16	25,811.97	87,006.15	8,723.62	890,001.44
Chicago, Burlington & Quincy											
Chicago, Burlington & Northwestern											
Chicago, Rock Island & Pacific											
Chicago, St. Paul, Minneapolis & O											
Chicago & North-Western p.											
Chicago, Ft. Madison & Northwestern	13,648.60				5,145	1,500.00	190.86	393.38	569.87	8.00	16,005.41
Chicago, Great Western	3,352.23			30.80		3,219.62	1,840.86	180.30	404.04		9,048.46
Chicago, Iowa & Dakota	202,370.83			6,791.31		42,453.77	40,161.04	6,548.45	18,972.99	1,304.55	318,665.99
Chicago, Milwaukee & St. Paul*	458,497.34			131,213.60		259,100.29	212,893.77	69,207.53	86,274.31	8,404.37	1,225,719.21
Chicago & North-Western p.											
Chicago, St. Paul, Minneapolis & O											
Crooked Creek	502,893.18		5,567	77,491.53	323,885	107,464.33	169,492.07	37,576.22	151,623.03	11,099.30	997,338.27
Des Moines Northern & Western	37,430.51			3,725.16		12,313.66	14,542.20	1,071.11	7,098.04	977.87	77,361.43
Des Moines Union	22,179.06			46.63	7,110	3,123.36	1,897.70	1,213.87	2,968.48	9,676.78	32,352.06
Dubuque & Sioux City	1,707.09			1,062.81	4,040	11,233.10	125.57	183.00	567.60	1,987.84	5,578.91
Des Moines Union	51,563.33			10,012.16	25,000	56,583.77	6,903.80	706.89	8,300.35		84,830.13
Des Moines Union	187,066.43		1,133	7,151.52	146,473	56,583.77	76,401.19	9,106.42	38,504.39	2,831.22	387,025.06
Hammon & Shenandoah	10,032.64			1,300.92	3,006	1,878.35	832.65	220.28	1,124.01		15,153.85
Iowa Central	20,907.74			7,143.35	12,491	3,978.63	15,413.54	3,076.76	2,284.76		49,814.08
Iowa Northern	99,476.46			25,053.78	119,062	40,000.00	2,396.17	12,165.98	24,966.42		236,840.80
Keokuk & Western	17,744.38			3,725.16		5,218	4,842.71	2,280.08	1,083.27	927.21	30,068.64
Mason City & Ft. Dodge	16,313.96		16	735.03	17,024	4,235.81	4,842.71	2,280.08	1,083.27		31,693.46
Minneapolis & St. Louis	55,944.67			32,845.01	26,277	9,143.40	2,710.28	845.16	1,454.33		91,943.36
Omaha & St. Louis	13,440.90				9,014	21,179.71	8,625.25	1,893.85	7,567.87	2,194.92	130,713.28
Sioux City & Northern	18,030.13			37.79	83,131	5,600.87	930.15	935.05	1,115.44		23,814.81
Tabor & Northern	1,374.09			527.96	1,158	14,215.05	1,537.96	671.40	3,217.4	880.26	38,635.09
Union Pacific			16			467.56		73.00	50.88	50.00	2,433.48
Wabash	38,220.39			1,630.87		10,363.54	2,180.55	2,367.83	13.62	3,146.19	58,578.99
Winona & Western	4,393.27					1,912.51	1,862.51	21.78	347.30	206.16	8,646.13
NARROW GAUGE ROADS.											
Burlington & Northwestern	11,104.36		26		16,550		2,328.74	410.29	1,068.99	16.53	14,717.81
Burlington & Western	22,536.24		230		29,715		2,448.04	483.15	1,236.49	26.03	26,760.85
Des Moines & Kansas City	6,412.53				2,424		1,579.75		8,910.35		8,910.35
Des Moines & Kansas City	7,671.65					3,241.26	717.79	272.92	528.37	602.53	13,032.92
Total.	\$2,324,541.09		14,063	\$435,634.88	891,033	\$700,850.50	\$62,373.67	\$176,675.93	\$44,991.62	\$44,575.74	\$5,628,420.34

* Train mileage basis. p Proportional. a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XXI—OPERATING EXPENSES—STATE OF IOWA—CONTINUED.
MAINTENANCE OF MOTIVE POWER AND CARS.

RAILROADS.	Repairs of						Repairs of tools and machinery.	Other expenses.	Total.
	Locomotives.	Passenger cars.	Freight cars.	Repairs of freight cars.	Repairs of passenger cars.	Repairs of freight cars.			
Ames & College.	\$ 870.01	\$ 121.01							\$ 991.02
Albia & Centerville.	1,589.02	481.97							3,713.47
Achison, Topeka & Santa Fe.	4,201.00	1,053.60						\$ 200.13	10,836.83
Boone Valley.									
Burlington, Cedar Rapids & Northern.									
Chicago, Burlington & Quincy.	188,094.01	24,685.63						28,403.45	538,578.74
Chicago, Burlington & Quincy.									
Kansas City, Burlington & Kansas City.									
St. Louis, Keokuk & Northwestern.									
Chicago, Ft. Madison & Des Moines.	1,075.06	721.62						300.00	3,420.48
Chicago, Iowa & Des Moines.	387.60	34.90						56.46	854.10
Chicago, Great Western.	87,136.90	36,983.50						5,975.28	287,929.72
Chicago, Milwaukee & St. Paul.*	25,659.03	103,462.25						87,188.56	787,317.79
Chicago, Rock Island & Pacific.									
Chicago & Northwestern.	323,672.62	78,538.89						94,136.67	484,182.96
Chicago, St. Paul, Minneapolis & Omaha.	19,251.25	5,431.78						6,629.24	9,053.27
Sioux City & Pacific.	16,077.28	3,449.24						6,103.35	62,098.48
Chicago, Santa Fe & California.									37,982.13
Crooked Creek.									
Des Moines Northern & Western.	2,145.57	7,808.34							23,339.04
Dubuque & Sioux City.	9,902.68	32,929.27						8,677.43	240,361.69
Des Moines Union.	4,218.94	693.76						3,605.58	10,536.36
Huronston & Shenandoah.	6,533.57	11,894.78							10,285.35
Iowa Central.	46,175.06	11,894.78							115,776.68
Iowa Northern.									
Keokuk & Western.	5,968.61	1,568.11						1,166.64	20,934.91
Mason City & Ft. Dodge.	5,151.72	1,624.73						925.24	20,934.91
Minneapolis & St. Louis.	17,230.07	7,475.91						1,631.08	47,019.51
Mississippi River R. R. & T. Bridge Co.									
Omaha & St. Louis.	13,894.77	1,533.92						1,011.23	13,923.14
Sioux City & Northern.	3,893.33	2,106.18						99.10	15,702.18
Tabor & Northern.									
Union Pacific.								50.00	403.91
Wabash.	2,987.04	5,037.54							29,378.04
Winona & Western.	1,064.05	165.94						7,536.55	23,900.86
Winona & Western.									
NARROW GAUGE ROADS.									
Burlington & Northwestern.	798.40								3,384.47
Burlington & Western.	3,610.04								8,123.70
Des Moines & Kansas City.	1,688.13	1,249.40							5,294.48
Des Moines & Kansas City.	2,506.00	636.84							4,414.88
Total.	\$ 1,190,672.53	\$ 323,999.30	\$ 91,415,451.94	\$ 104,137.86	\$ 254,024.34	\$ 8,127,978.49			

* Train mileage basis. a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XXII—OPERATING EXPENSES—STATE OF IOWA—CONTINUED.
CONDUCTING TRANSPORTATION.

RAILROADS.	Fuel for locomotives.	Water sup- ply.	Oil and waste.	Locomotive service.	Passenger train serv- ice.	Wages of switchmen and flag- men.	Mileage of passenger cars—deb- it balance.	Freight train service.	Train sup- plies.
Ames & College.....	\$ 1,161.98	73.00	\$ 56.86	\$ 624.60	\$ 553.60	\$ 384.90		\$ 1,046.66	\$ 84.64
Albia & Centerville.....	3,027.89	465.03	416.67	2,307.69	1,677.05	56.46		3,532.47	1,368.64
Archison, Topeka & Santa Fe.....	5,682.69	539.88	840.79	7,711.43	1,902.10	2,272.55	\$ 431.06	4,300.00	
Boone Valley.....									
Burlington, Cedar Rapids & Northern.....	259,597.94	23,253.16	10,360.92	271,275.71	46,319.88	54,256.96	19,922.30	144,358.90	55,286.15
Chicago, Burlington & Quincy.....									
Kansas C. St. Jo. & Council Bluffs.....									
St. Louis, Keokuk & Northwestern.....	4,745.73	492.60	220.78	4,818.39	1,461.51			2,192.26	531.03
Chicago, Iowa & Des Moines.....	2,005.80	114.82	67.10	2,063.00	820.00			853.68	93.50
Chicago Great Western.....	165,386.01	10,991.99	6,478.19	155,176.67	38,739.39	35,409.99		77,187.26	20,938.96
Chicago, Milwaukee & St. Paul*.....	562,383.67	20,338.88	21,772.43	575,459.05	162,454.54	177,426.38	65,280.06	288,825.96	61,323.70
Chicago, Rock Island & Pacific.....									
Chicago & North-Western.....	453,666.55	23,322.68	39,833.45	591,742.56	132,121.77	206,030.47	30,249.79	307,523.96	50,977.65
Chicago, St. Paul, Minneapolis & O. St. Louis & Pacific.....	44,378.14	2,118.84	1,004.64	32,370.67	7,852.39	9,598.91		17,904.38	4,606.70
Chicago, St. Paul, Minneapolis & O. St. Louis & Pacific.....	31,805.49	1,501.51	1,800.57	24,663.22	8,166.06	7,392.30	5,895.70	11,211.10	3,527.91
Chicago, Santa Fe & California.....									
Crooked Creek.....	1,494.25	62.90		2,365.96				9,933.47	1,379.99
Des Moines Northern & Western.....	31,646.51	3,299.46	733.00	19,244.36	4,721.84			109,915.51	25,240.77
Dubuque & Sioux City.....	102,306.03	12,002.23	6,19.32	187,006.13	44,943.71	33,001.71	6,445.17	2,490.55	
Des Moines Union.....	4,801.81	1,477.51	188.38	11,071.99	3,632.41	15,696.70		4,498.26	623.40
Humboldt & Shenandoah.....	8,723.07	755.18	379.23	7,763.17	8,031.29			52,593.01	8,911.53
Iowa Central.....	80,910.84	7,498.79	6,730.79	96,769.29	14,800.61	15,975.84	7,734.73		
Iowa Northern.....	1,600.00		130.80	1,500.00	1,690.00				
Keokuk & Western.....	9,028.10	1,405.17	442.50	12,101.53		2,238.14	165.23	8,279.79	675.10
Mason City & Ft. Dodge.....	9,130.13	931.72	654.59	7,354.12	1,746.78		10.00	3,304.62	242.43
Mississippi River R. & T. Bridge Co. Minneapolis & St. Louis.....	35,097.02	2,049.30	1,514.65	31,203.07	20,173.86	4,771.80		6,001.13	1,703.30
Omaha & St. Louis.....	14,575.41	1,569.55	351.52	10,785.30	1,234.09	2,736.41	2,018.63	5,316.80	
Sioux City & Northern.....	18,270.14	98.07		12,118.85	1,913.07	3,531.89			
Taber & Northern.....	1,555.30		43.86	690.88	906.84				
Union Pacific.....									
Wabash.....	20,281.56	1,432.68	1,246.15	17,198.33	3,630.18	10,521.67		9,784.01	731.23
Winona & Western.....	3,780.87	165.53	114.79	3,419.94	862.75	190.44		823.74	381.74
NARROW GAGE ROADS.									
Burlington & Northwestern.....	2,553.39	299.96	2,954.95					1,429.20	898.90
Burlington & Western.....	10,049.96	1,230.12	6,918.00	7,464.05				1,969.13	892.13
Des Moines & Kansas City.....	2,393.15	218.47	218.47	2,248.43				2,989.07	74.76
Des Moines & Kansas City.....	3,163.29	366.56	182.75	3,704.76		214.45			
Total.....	\$1,915,086.72	\$125,939.15	\$110,870.64	\$2,105,061.14	\$504,912.73	\$578,492.87	\$125,132.78	\$1,077,311.77	\$241,034.07

* Train mileage basis. a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XXIII—OPERATING EXPENSES—STATE OF IOWA—CONTINUED.
CONDUCTING TRANSPORTATION—Continued.

RAILROADS.	Mileage of freight cars—debit balance	Telephone and operating expenses—mainte-	Damage to and freight baggage.	Damage to property and cattle	Personal In-	Agents and station service.	Station supplies.	Sundries.	Total.
Ames & College.....	\$ 1,174.88	\$ 606.26	\$.90	\$ 1,157.10	.....	\$ 1,757.50	\$ 67.29	\$ 6.85	\$ 2,841.19
Albia & Centre, Vile.....	.....	.....	9.99	.....	.....	.....	.....	297.67	15,124.38
Aitchison, Topeka & Santa Fe.....	800.54	1,564.83	189.24	269.05	\$ 338.80	2,796.08	307.55	1,874.90	32,969.60
Boone Valley.....	.....	.....	.....	.....	.....	.....	.....	.....	4,800.00
Burlington, Cedar Rapids & Northern.....	29,883.57	63,999.19	8,156.98	5,894.57	58,213.03	165,914.47	38,615.65	9,536.67	1,288,912.62
Chicago, Burlington & Quincy.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Council Bluffs.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Des Moines.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Keokuk & Northwestern.....	934.68	1,064.98	81.26	371.23	883.88	5,962.47	129.88	2,101.75	36,964.03
Chicago, Ft. Madison & Des Moines.....	25.36	1,423.26	1,423.26	53.50	.....	2,650.54	33.55	.....	10,111.56
Chicago, Great Western.....	20,442.03	45,828.01	6,718.20	12,418.05	20,516.61	123,701.01	11,717.19	77,437.60	822,934.17
Chicago, Milwaukee & St. Paul.....	51,326.01	125,781.93	32,241.54	.....	49,469.48	405,244.96	41,723.21	137,630.93	2,796,906.05
Chicago, Rock Island & Pacific.....	.....	.....	.....	.....	.....	.....	.....	.....	1,881,134.65
Chicago & North-Western.....	59,399.97	92,972.69	19,736.53	11,189.93	58,946.05	365,923.75	30,949.01	109,037.58	2,611,354.36
Chicago, St. Paul, Minneapolis & Omaha.....	.....	6,341.88	1,342.27	1,269.25	3,806.54	23,992.40	1,990.79	9,728.15	168,064.63
Sioux City & Pacific.....	1,535.34	4,014.65	517.02	613.41	3,174.60	19,702.95	1,788.45	7,878.76	130,963.73
Chicago, Santa Fe & California.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Crooked Creek.....	.....	.....	57.55	660.20	.....	1,028.53	.....	.....	5,700.67
Des Moines Northern & Western.....	2,219.70	6,260.76	601.09	373.55	212.80	12,527.83	670.08	134.47	82,797.94
Dubuque & Sioux City.....	40,401.54	35,163.54	5,784.18	6,049.29	18,776.57	108,401.80	9,743.47	3,332.36	748,756.23
Des Moines Union.....	.....	.....	.....	.....	.....	.....	.....	726.38	64,957.77
Humeston & Shenandoah.....	.....	.....	.....	106.10	103.00	21,643.03	1,968.87	.....	82,806.26
Iowa Central.....	28,062.75	29,114.57	1,945.63	4,301.08	13,900.26	6,077.20	3,614.10	6,035.41	499,556.15
Keokuk Northern.....	.....	.....	.....	191.45	.....	.....	.....	.....	5,103.84
Keokuk & Western.....	1,226.16	3,576.47	.....	312.37	206.67	9,246.27	332.63	3,786.24	59,008.77
Mason City & Ft. Dodge.....	1,667.94	2,244.57	229.65	859.23	494.16	6,063.08	433.93	.....	35,031.06
Minneapolis & St. Louis.....	.....	7,699.67	.....	1,216.64	881.81	13,458.51	1,555.47	1,767.26	124,707.09
Omaha & St. Louis.....	1,846.79	2,893.09	728.54	246.51	41.17	13,082.09	862.31	549.11	59,506.53
Sioux City & Northern.....	.....	2,806.57	56.85	.....	12.63	9,823.96	1,159.63	2,614.43	59,354.32
Tabor & Northern.....	19.35	.....	9.90	207.48	.....	.....	50.00	54.24	3,999.95
Union Pacific.....	.....	.....	.....	.....	.....	460.00	.....	.....	168,853.08
Wabash.....	6,410.04	5,693.23	218.07	3,506.82	1,773.30	26,001.17	1,197.15	30,000.61	139,594.32
Winona & Western.....	45.56	165.71	27.18	.....	32.54	3,412.84	290.73	2.70	11,807.97
WINNABO WAGON GAUGE ROADS.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern.....	55.35	590.85	97.29	.....	.....	3,738.00	1,983.49	.....	14,630.49
Burlington & Western.....	126.69	590.85	539.23	360.40	.....	6,196.53	3,745.14	.....	33,095.20
Des Moines & Kansas City.....	.....	1,237.61	110.74	69.93	237.63	3,566.76	.....	153.06	10,716.02
Total.....	\$ 244,556.10	\$ 449,791.85	\$ 79,735.90	\$ 50,810.25	\$ 235,242.55	\$ 1,423,890.60	\$ 155,540.07	\$394,490.08	\$11,845,726.53

* Train mileage basis. a July 1 to December 4, 1896. b December 4, 1896, to July 1, 1896. ** Credit.

TABLE XXIV--GENERAL EXPENSES--STATE OF IOWA.

RAILROADS.	Salaries of officers.	Salaries of clerks.	Gen'l office expenses and supplies.	Agen- cies, including salaries and rents.	Adver- ting.	Commi- sions.	Insurance.	Expenses of freight lines.	Expense of traffic as- sociations.	Expense of stock yds. and ele- vators.
Ames & College	\$ 240.00	\$ 600.00	\$ 321.45	\$ 1,286.00	\$ 184.71	\$ 19.85	\$ 88.75	.....	.....	.....
Albia & Centerville	612.02	666.20	.....	.....	.....	270.88	888.85	.....	\$ 200.97	.....
Archon, Topeka & Santa Fe.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Boone Valley	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington, Cedar Rapids & N.	51,005.19	54,105.19	11,701.80	8,821.72	5,015.77	10,453.53	7,677.00	.....	1,901.63	.....
Chicago, Burlington & Quincy City.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Kan.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & O. Bluffs.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Keokuk & Northw. st n.	3,990.00	776.50	87.47	4,945.78	78.25	.....	406.70	.....	.....	.....
Chicago, Ft. Madison & Des Moines	2,032.00	260.00	624.78	57,479.01	28,549.74	5,893.54	9,000.00	.....	89.70	\$ 3,365.16
Chicago, Iowa & Dakota.	27,464.85	44,624.86	13,225.14	51,534.17	13,627.17	13,853.27	22,418.46	.....	7,200.85	10,617.09
Chicago, Milwaukee & St. Paul.	53,972.30	59,180.11	10,767.36	.....	.....	.....	.....	.....	.....	.....
Chicago, Rock Island & Pacific.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago & North-Western	32,435.90	67,136.80	18,507.44	56,446.57	13,601.00	14,828.89	156.50	.....	12,063.89	43.96
Chicago, St. Paul, Minn. & O.	4,369.86	4,120.75	932.41	3,834.40	460.23	776.84	1,015.96	.....	1,291.36	2,777.96
Sioux City & Pacific.	3,213.81	6,413.42	531.61	1,631.84	245.30	472.75	5.81	.....	506.09	.....
Crooked Creek	786.67	.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines, Northern & Western.	13,156.76	3,132.96	1,043.94	2,983.57	194.70	677.18	140.00	.....	583.90	.....
Dubuque & Sioux City	84,300.12	57,048.62	8,807.93	42,407.74	5,734.66	4,061.92	12,039.09	.....	4,532.31	.....
Des Moines Union	2,800.00	870.00	1,099.95	.....	.....	.....	238.62	.....	.....	.....
Hamilton & Shenandoah.	6,083.20	630.00	300.70	.....	88.42	.....	102.47	.....	.....	.....
Iowa Central.	12,082.84	23,241.66	2,875.71	19,462.19	1,794.21	4,217.06	1,791.17	.....	981.85	59.60
Iowa Northern.	600.00	.....	.....	180.00	.....	.....	474.19	.....	.....	.....
Keokuk & Western.	7,510.71	3,861.20	2,574.95	.....	153.00	.....	590.01	.....	.....	.....
Mason City & Ft. Dodge.	6,121.63	2,179.65	4,562.72	.....	116.66	.....	744.25	.....	207.44	.....
Minneapolis & St. Louis.	19,392.29	9,901.59	8,012.29	7,445.61	1,210.87	537.95	2,032.91	.....	.....	.....
Omaha & St. Louis.	8,930.19	2,993.45	1,118.42	280.51	20.70	631.56	214.53	.....	.....	.....
Sioux City & Northern.	8,076.12	5,899.59	1,300.16	661.38	55.19	.....	2,779.90	.....	.....	.....
Tabor & Northern.	.....	.....	.....	.....	6.00	.....	40.10	.....	.....	.....
Union Pacific.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash.	786.53	682.74	886.94	.....	.....	526.83	.....	.....	.....	.....
Winona & Western.	1,148.99	283.66	1,623.34	.....	8.28	.....	222.17	\$ 45.85	10.64	13.85
NARROW GAUGE ROADS.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern.	4,486.56	2,679.81	1,630.94	.....	.....	.....	403.45	.....	.....	.....
Burlington & Western.	1,766.75	996.14	613.87	.....	.....	.....	1,456.02	.....	.....	.....
Des Moines & Kansas City	1,190.78	1,985.51	121.75	.....	.....	.....	942.50	.....	.....	.....
Des Moines & Kansas City	662.91	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	\$ 308,708.95	\$ 319,915.13	\$ 85,424.96	\$ 251,891.89	\$ 70,113.35	\$ 55,763.42	\$ 65,445.34	\$ 46.86	\$ 20,722.03	\$ 16,777.64

*Train mileage basis. a July 1, to December 4, 1893. b December 4, 1893, to July 1, 1896.

TABLE XXV—GENERAL EXPENSES—STATE OF IOWA—CONTINUED.

RAILROADS.	Rents for tracks and terminals	Rents not otherwise provided for.	Legal expenses.	Stationery and printing.	Other gen- eral ex- penses.	Taxes in Iowa.	Total.
Ames & College.			\$ 75.00		\$ 38.75	\$ 52.44	\$ 441.19
Albia & Centerville.		\$ 60.00	54.50	\$ 113.70	126.51	1,247.07	2,258.78
Atchison, Topeka & Santa Fe.		50.47	818.48	75.73	78.96	10,450.17	15,649.65
Boone Valley.							
Burlington, Cedar Rapids & Northern.							
Chicago, Burlington & Quincy.	\$ 12,705.81	4,568.09	9,968.01	21,906.19	1,602.87	113,762.18	311,558.73
Chicago, Burlington & Kansas City.							
Chicago, Burlington & Council Bluffs.							
Chicago, Burlington & Northwestern.							
Chicago, Keokuk & Northwestern.							
Chicago, Ft. Madison & Kansas City.	1,867.50	216.00	1,215.01	662.68	814.67	3,746.78	18,697.34
Chicago, Iowa & Des Moines.	123.24	142.94	585.94	170.01	530.97	1,494.69	6,174.27
Chicago Great Western.	31,552.99		14,346.60	18,588.55	16,577.36	63,938.71	312,163.18
Chicago, Milwaukee & St. Paul.	91,280.07	19,233.77	23,506.49	4,064.69	15,524.53	241,437.85	637,809.43
Chicago, Rock Island & Pacific.							
Chicago & North-Western.	13,419.13		23,459.70	2,947.76	468.72	244,410.83	714,854.78
Chicago, St. Paul, Minneapolis & O.	7,946.71	597.91	981.81	548.38	1,194.67	23,406.03	504,533.88
Chicago City & Pacific.	1,045.01		10,234.03	153.93	6.55	13,056.66	53,476.25
Crooked Creek.					362.09	1,410.34	36,996.34
Des Moines Northern & Western.							
Dubuque & Sioux City.	56,073.48	706.41	662.75	2,575.07	65.00	9,960.00	90,144.86
Des Moines Union.	5,612.00		11,675.55	23,617.90	15,153.74	88,470.14	313,523.72
Humeston & Shenandoah.			190.15	433.43		4,621.60	10,241.15
Iowa Central.	8,833.30		50.00			8,094.42	23,703.60
Iowa Northern.	2,487.50	1,414.99	3,516.14	9,906.53	13,638.02	46,336.15	136,719.32
Keokuk & Western.						603.00	1,916.47
Mason City & Ft. Dodge.	1,785.02		45.87	1,027.87	28.76	6,756.58	23,734.01
Minneapolis & St. Louis.	2,400.00		120.00	1,041.10		6,160.37	31,984.82
Omaha & St. Louis.	3,773.05		5,729.73	4,180.21	4,553.44	13,248.38	72,716.67
Sioux City & Northern.		711.71	336.91	2,717.77	2,717.77	9,768.60	81,333.19
Tabor & Northern.			984.12	2,232.65	130.79	10,517.07	33,966.97
Union Pacific.	25.00		54.50	54.50		133.51	312.51
Wabash.						31,791.87	81,791.87
Winona & Western.	1,071.83		963.23	261.00	600.51	8,237.05	12,411.91
Burlington & Northwestern.			613.75	239.85	222.62	2,090.79	6,423.62
Burlington & Western.							
Des Moines & Kansas City.			388.69	497.08		1,705.72	6,994.42
			2,419.77	152.36		2,211.64	10,384.64
			1,896.08	424.10		1,794.47	7,297.84
					428.67	48.66	6,239.18
Total.	\$ 241,551.66	\$ 27,736.29	\$ 118,036.54	\$ 96,606.21	\$ 74,943.95	\$ 999,677.31	\$ 3,478,363.19

* Train mileage basis. a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896. + See also table XXVII.

TABLE XXVI—GENERAL EXPENSES—ENTIRE LINE.

RAILROADS.	Salaries of officers.	Salaries of clerks.	General offices and supplies.	Agencies including rent.	Advertising.	Commissions.	Insurance.	Expenses of freight lines.	Expenses of societies.	Expenses of stock yards and elevators.
Ames & College.	\$ 240 00	\$ 600 00	\$ 73,730 68	\$ 324,999 67	\$ 30,615 90	\$ 18 25	\$ 35 00		\$ 47,731 05	
Albia & Centerville	130,095 93	204,362 62	13,001 77	9,186 24	5,617 59	61,559 93	87,942 32			
Atchison, Topeka & Santa Fe	56,672 43	56,673 91	191,442 20	244,123 15	81,193 82	11,615 02	8,530 00		2,113 93	
Boone Valley	*38,896 17	1,074 97	1,074 97	2,735 03	8,954 16	919 62	80,813 86			
Burlington, Cedar Rapids & North	*11,338 95			27,501 32	2,550 91		3,073 19			
Chicago, Burlington & Quincy	*72,812 42			4,515 78	78 25		4,338 42			
Kansas City, St. Jo. & Council Bl.	*68,155 84	776 50	87 47				406 70			
St. Louis, Keokuk & Northwestern	3,990 00	200 00	23 40	114,958 02	67,099 48	11,757 07	150 00		60 70	
Chicago, Ft. Madison & Des Moines	2,032 00	89,549 17	26,450 27	194,014 88	44,739 89	45,900 97	80,065 94		14,513 70	\$ 6,730 33
Chicago, Iowa & Dakota	64,929 70	211,357 52	26,419 13		413,870 04					37,561 02
Chicago Great Western	192,753 21				58,827 65		67 88			
Chicago, Milwaukee & St. Paul	*384,426 19	280,598 58	90,049 22	244,145 29	6,755 67	62,269 54	14,912 53		52,278 73	190 14
Chicago, Rock Island & Pacific	140,250 01	60,489 84	13,687 21	56,296 41		11,388 82	18 95		18 95	40,778 94
Chicago & North Western	67,476 47	7,228 42	709 65	2,578 13	337 46	631 08	7 76		788 88	
Chicago, St. Paul, Minn. & O.	4,290 14									
Sioux City & Pacific	788 67	3,132 86	1,043 94	2,892 59	194 70	677 18	140 00		553 90	
Crooked Creek		58,483 06	8,977 09	43,361 58	5,849 25	4,143 17	12,232 37		4,645 10	
Des Moines Northern & Western	35,030 86	870 00	1,099 95		88 42		236 62			
Dubuque & Sioux City	2,800 00	650 00					103 47			
Des Moines Union	6,083 20	33,127 07	4,715 53	16,392 78	2,168 61	5,335 22	1,571 17		1,305 38	3,444 99
Hamoston & Shenandoah	19,074 99			180 00			474 19			
Iowa Central	600 50	6,394 50	5,048 93		300 00		1,137 24			
Keokuk & Western	14,724 89	2,179 65	4,563 72		116 66		744 25		297 44	
Mason City & Ft. Dodge	6,121 63	25,625 20	7,795 45	19,295 93	3,359 46	6,066 82	5,767 99			
Minneapolis & St. Louis	50,298 38	6,630 54	237 45	566 32	45 00	1,372 95	493 26			
Omaha & St. Louis	19,413 46	7,347 26	1,621 96	823 10	63 78		3,468 00			
Sioux City & Northern	10,075 00				5 00		40 00	\$ 10 00		
Tabor & Northern										
Union Pacific										
Wabash	41,760 62	38,738 25	21,973 27	216,000 82	51,453 00	62,567 54	29,895 46		51 40	63 98
Winona & Western	6,999 96	1,830 10	764 26		40 00		1,073 28	231 51		
WYOMING NARROW GAUGE RAILS.										
Burlington & Northwestern	4,488 56	2,479 81	1,650 94				403 45			
Burlington & Western	1,769 75	1,118 13	764 39				1,456 02			
Des Moines & Kansas City	1,337 90	1,898 83	136 80				1,058 99			
	778 56									
Total	\$2,160,532 63	\$1,112,182 25	\$508,033 08	\$1,538,681 48	\$791,399 64	\$236,214 18	\$659,189 47	\$231 51	\$143,223 01	\$68,773 23

* Includes clerks. a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XXVIII—RECAPITULATION OF EXPENSES—STATE OF IOWA.

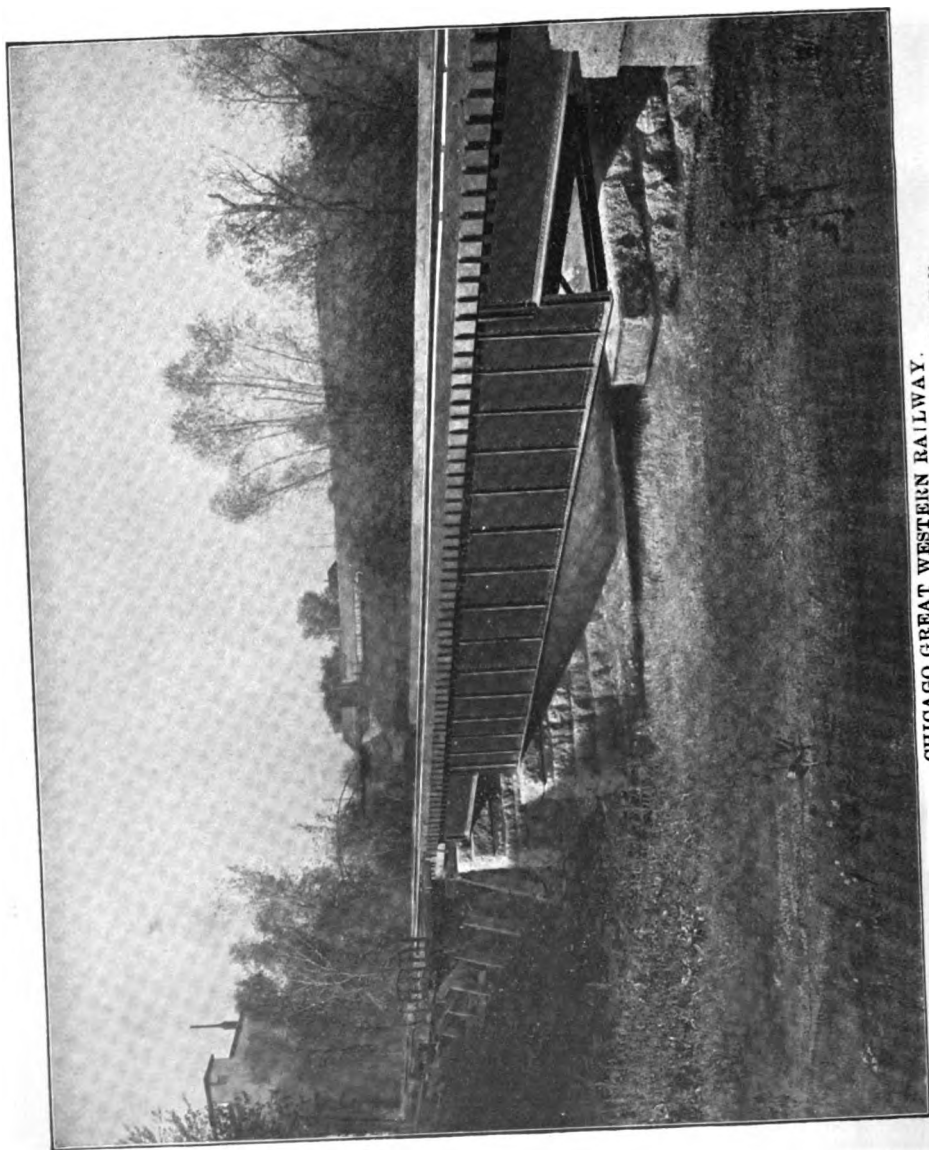
RAILROADS.	Maintenance of ways and build- ings.	Maintenance of motive power and cars.	Conducting transportation.	General expenses, including taxes.	Total operating expenses and taxes.	OPERATING EX- PENSES AND TAXES PER MILE OF ROAD OPERATED.			OPERATING EX- PENSES AND TAXES PER MILE OF ROAD OPERATED.		
						Miles.	Ex- penses.	Miles run.	Ex- penses.	Miles run.	Ex- penses.
Ames & College.....	\$ 469.98	\$ 991.03	\$ 2,841.19	\$ 441.19	\$ 4,743.32	1.98	\$2,385.61	1.98	\$2,385.61	1.98	\$2,385.61
Albia & Centerville.....	8,721.47	3,713.47	15,124.38	2,253.78	22,818.50	24.44	1,220.07	24.44	1,220.07	24.44	1,220.07
Atchison, T. poka & Santa Fe.....	17,798.73	10,836.83	32,862.60	15,649.85	77,147.81	19.86	3,884.58	19.86	3,884.58	19.86	3,884.58
Boone Valley.....			4,300.00		4,300.00						
Burlington, Cedar Rapids & Northern.....		528,578.74	1,238,912.83	811,531.73	2,959,076.72	959.09	3,085.29	959.09	3,085.29	959.09	3,085.29
Chicago, Burlington & Quincy.....	880,001.44				3,625,409.36	860.48		860.48		860.48	
Chicago, Burlington & Kansas City.....					13,688.41	77.64		77.64		77.64	
Kansas City, St. Jo. & Council Bluffs.....					68,045.26	57.38		57.38		57.38	
St. Louis, Keokuk & Northwestern.....		3,420.48	23,964.03	18,697.34	68,045.26	57.38		57.38		57.38	
Chicago, Ft. Madison & Des Moines.....	16,005.41		10,411.56	6,174.27	29,496.26	71.00	902.64	71.00	902.64	71.00	902.64
Chicago, Iowa & Dakota.....	9,046.96	864.10	10,411.56	6,174.27	29,496.26	71.00	902.64	71.00	902.64	71.00	902.64
Chicago Great Western.....	318,695.96	225,929.72	823,824.17	342,163.18	1,750,613.06	468.11	1,093.65	468.11	1,093.65	468.11	1,093.65
Chicago, Milwaukee & St. Paul.....	1,235,719.21	767,317.79	2,786,606.05	725,809.43	4,556.34	1,556.34	3,758.89	1,556.34	3,758.89	1,556.34	3,758.89
Chicago, Rock Island & Pacific.....	967,681.21	494,692.96	1,894,184.85	714,834.78	3,961,243.60	1,068.67	3,708.70	1,068.67	3,708.70	1,068.67	3,708.70
Chicago & North-Western.....	997,638.27	970,525.97	2,411,354.28	504,533.86	6,083,511.70	1,103.12	4,376.52	1,103.12	4,376.52	1,103.12	4,376.52
Chicago, St. Paul, Minneapolis & Omaha.....	77,361.43	66,009.48	168,464.68	53,476.25	394,911.54	102.05	3,575.81	102.05	3,575.81	102.05	3,575.81
St. Louis & Pacific.....	34,353.96	37,992.13	130,563.72	36,699.34	238,108.15	80.47	2,931.90	80.47	2,931.90	80.47	2,931.90
Sioux City & Pacific.....	5,573.91	2,349.00	5,700.67	2,579.10	16,202.63	22.41	723.01	22.41	723.01	22.41	723.01
Sioux City & Northwestern.....	88,880.13	26,539.04	83,757.91	90,844.85	262,771.86	151.00	1,934.89	151.00	1,934.89	151.00	1,934.89
Des Moines Northern & Western.....	387,625.06	240,461.69	748,754.32	313,529.72	1,690,273.89	573.24	2,948.13	573.24	2,948.13	573.24	2,948.13
Dubuque & Sioux City.....	15,513.95	10,523.56	64,967.77	10,241.15	100,622.38	2.7	37,889.75	2.7	37,889.75	2.7	37,889.75
Des Moines Union.....	49,814.95	10,243.85	32,800.23	23,702.60	116,606.31	112.53	1,036.24	112.53	1,036.24	112.53	1,036.24
Humeston & Shenandoah.....	238,840.89	115,768.68	439,654.15	136,719.32	824,983.04	406.24	2,298.78	406.24	2,298.78	406.24	2,298.78
Iowa Central.....	3,065.64	1,189.64	5,102.34	1,916.47	11,194.09	6.93	1,615.30	6.93	1,615.30	6.93	1,615.30
Iowa Northern.....	32,663.46	20,634.91	57,092.77	23,734.01	130,265.15	147.97	1,733.86	147.97	1,733.86	147.97	1,733.86
Keokuk & Western.....	31,963.36	13,467.99	35,631.08	21,084.82	102,477.25	137.80	1,113.84	137.80	1,113.84	137.80	1,113.84
Mason City & Ft. Dodge.....	120,713.28	47,049.71	124,767.02	74,718.97	374,248.48	67.98	2,714.11	67.98	2,714.11	67.98	2,714.11
Minneapolis & St. Louis.....	23,814.33	16,923.14	59,504.52	31,353.19	131,576.16	77.98	1,063.92	77.98	1,063.92	77.98	1,063.92
Omaha & St. Louis.....	38,655.08	15,703.18	59,504.52	32,566.97	146,309.40	8.79	1,578.24	8.79	1,578.24	8.79	1,578.24
Sioux City & Northern.....	2,433.49	403.91	3,893.65	312.51	7,019.86	8.79	802.25	8.79	802.25	8.79	802.25
Tabor & Northern.....			168,638.02	31,791.87	200,473.90	124.7	1,924.35	124.7	1,924.35	124.7	1,924.35
Union Pacific.....	55,578.99	29,378.84	139,304.23	12,414.93	239,967.08	23.5	1,541.19	23.5	1,541.19	23.5	1,541.19
Winona & Western.....	8,646.13	2,250.86	11,601.97	6,426.62	28,991.56	53.5	755.58	53.5	755.58	53.5	755.58
Winona & NEWAY GAUGE ROADS.....	14,717.81	3,364.47	14,620.49	6,994.42	29,697.16	104.2	1,000.92	104.2	1,000.92	104.2	1,000.92
Burlington & Northwestern.....	26,730.86	8,152.70	38,095.20	10,314.64	53,404.39	90.68	324.80	90.68	324.80	90.68	324.80
Burlington & Western.....	8,910.35	5,294.18	16,718.02	7,897.34	32,188.19	90.68	324.80	90.68	324.80	90.68	324.80
Des Moines & Kansas City.....	13,622.92	4,414.88	12,240.62	6,260.18	26,163.72	90.68	324.80	90.68	324.80	90.68	324.80
Total.....	\$5,028,420.34	\$3,727,973.43	\$11,846,736.38	\$1,576,293.10	\$28,735,623.50	3,789.29	\$3,258.01	3,789.29	\$3,258.01	3,789.29	\$3,258.01

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896. c Including \$68,000 Chicago, Milwaukee & St. Paul renewal account.

TABLE XXIX—RECAPITULATION OF EXPENSES—STATE OF IOWA—CONTINUED.

RAILROADS.	Operating expenses and taxes.	Expenses of running and maintenance per train.		Expenses of running and maintenance per freight train.		Expenses of running and maintenance per mile.		Expenses of running and maintenance per mile.	Percentage of expenses to revenue.
		running and maintenance per train.	Expenses of running and maintenance per train.	running and maintenance per freight train.	Expenses of running and maintenance per freight train.	running and maintenance per mile.	Expenses of running and maintenance per mile.		
Ames & College.....	\$ 4,742.83	\$ 7,504.74	\$.25	\$ 7,099.14	\$.37	\$	\$ 14,913.88	66.4	
Albia & Centerville.....	29,818.50						77,147.81	81.4	
Archison, Topeka & Santa Fe.....	4,300.00								
Boone Valley.....	2,959,076.72	655,816.36	.58 .288	2,316,157.37	.97 .907		2,371,503.63	68.59	
Burlington, Cedar Rapids & Northern.....	3,925,409.36								
Chicago, Burlington & Kansas City.....	137,698.31								
Chicago, Burlington & Quincy.....	124,501.88								
Kansas City, St. Jo. & Council Bluffs.....	68,615.36								
St. Louis, Keokuk & Northwestern.....	64,087.26	8,832.13		17,664.26					66.78
Chicago, Ft. Madison & Des Moines.....	26,496.39								
Chicago, Iowa & Dakota.....	1,750,613.06								71.3
Chicago Great Western.....	5,503,462.48								75
Chicago, Milwaukee & St. Paul.....	8,961,243.60								65.18
Chicago, Rock Island & Pacific.....	5,083,951.70	1,682,671.73	.74 .66	3,407,749.43	.86 .41		5,083,951.70	65.99	
Chicago & North-Western.....	384,911.84	122,981.03	.88	114,558.01	.91		238,108.15	67.60	
Chicago, St. Paul, Minneapolis & O.....	238,108.15						16,202.68	126.59	
Sioux City & Pacific.....	16,202.68								63.93
Crooked Creek.....	282,771.96						1,690,275.69	60.56	
Des Moines Northern & Western.....	1,690,275.69						100,943.83	100.00	
Dubuque & Sioux City.....	100,943.83						116,006.31	109.46	
Des Moines Union.....	116,006.31						413,913.71	66.42	
Humeston & Shenandoah.....	928,983.04	99,302.88	.20	313,711.32	.44			84.71	
Iowa Central.....	11,194.09								
Iowa Northern.....	130,265.15								60.88
Keokuk & Western.....	102,477.35								85.63
Mason City & Ft. Dodge.....	374,248.43								90.1
Minneapolis & St. Louis.....	131,576.16	59,375.53	1.21	72,500.63	1.25		131,576.16	88.51	
Osaka & St. Louis.....	146,369.40	13,755.43	.21 .88	27,453.97	.83 .43		41,269.50	82.14	
Sioux City & Northern.....	7,049.56						6,916.35		
Tabor & Northern.....									89.57
Union Pacific.....	239,967.09								88.15
Wabash.....	18,941.58								66.03
Winona & Western.....	39,667.19								99.9
NARROW GAUGE ROADS.									
Burlington & Northwestern.....	84,404.39								69.14
Burlington & Western.....	32,188.19								
Des Moines & Kansas City.....	85,972.73								
Total.....	\$28,535,173.70	\$3,649,638.63		\$4,170,933.98			\$ 10,902,276.90		

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.



CHICAGO GREAT WESTERN RAILWAY.
One of the Plate Girder Bridges over mill races at Cedar Falls.

TABLE XXX—RECAPITULATION OF EXPENSES—ENTIRE LINE.

RAILROADS.	Maintenance of buildings.	Maintenance of power and cars.	Ordinating transportation.	General expenses including taxes.	Total operating expenses and taxes.	Operating expenses and taxes per mile of road operated.		Operating expenses and taxes per train mile for train earnings revenue.	
						Miles.	Exp'n's's.	Miles.	Exp'a.
Ames & Colliere	499.92	991.03	8,811.19	441.19	4,743.28	24.44	1,920.07	49,974	60
Albia & Centerville	8,721.87	3,713.47	15,124.38	2,235.78	29,418.50	4,586.47	3,068.58	17,435,641	80.18
Atchison, Topeka & Santa Fe	4,045,166.62	2,464,914.97	7,486,774.36	2,763,922.61	16,750,778.86				
Boone Valley	955,738.97	587,309.65	1,376,560.71	847,049.73	8,266,577.40	1.88	2,875.67	3,633,010	89.94
Burlington, Cedar Rapids & North'n	3,544,914.44	2,857,369.29	8,078,187.72	2,890,142.53	17,400,657.94	5,734.09	3,009.66	18,910,501	78.25
Chicago, Burlington & Quincy	68,983.22	84,360.17	16,582.09	28,534.76	17,996,157.94	230.85	1,179.90	935,543	78.25
Chicago, Burlington & Kansas O.	235,749.75	165,184.47	61,307.91	160,323.40	1,114,660.33	309.5	3,610.73	1,101,871	100.75
Kansas City, St. Jo & O. Bluffs	194,662.17	36,620.43	68,797.56	108,157.22	1,121,897.72	227.57	4,793.83	1,183,248	94.9
St. Louis, Keokuk & Des Moines.	16,004.41	3,321.44	22,411.36	18,377.24	94,667.85	24.4	1,002.61	66,457	66.43
Chicago, Ft. Madison & Des Moines.	6,004.41	801.10	10,411.36	984,072.64	29,496.89	24.4	1,002.61	38,610	66.43
Chicago, Iowa & Dakota	637,391.66	531,839.44	1,647,643.46	984,072.64	3,767,572.40	931.2	4,003.45	23,985,659	89.22
Chicago Great Western	4,377,385.59	2,740,420.60	9,863,164.46	2,811,961.84	19,862,601.97	6,157.92	3,215.05	13,812,208	88.96
Chicago, Milwaukee & St. Paul	2,576,563.75	1,594,973.27	5,945,148.21	2,653,558.81	12,256,031.56	3,571.11	3,441.11	26,684,745	82.14
Chicago, Rock Island & Pacific	4,314,593.45	4,197,710.46	11,294,749.88	2,210,215.09	22,017,523.18	5,659.78	4,670.82	4,985,945	107.9
Chicago & North-Western	1,153,613.93	968,976.01	2,467,070.97	777,511.52	5,649,537.43	1,442.23	3,581.13	856,565	88.37
Chicago, St. Paul, Minneapolis & O.	43,186.22	60,715.86	174,660.86	48,497.53	81,693.70	107.43	2,651.90		
St. Louis & Pacific	5,373.91	2,349.00	5,700.87	2,579.10	16,202.68	12.41	723.01		
Crook Creek	86,850.13	29,339.04	83,737.74	90,814.86	232,771.96	151	1,936.89	376,274	78.03
Des Moines, Northern & Western	896,532.73	243,965.40	739,011.25	819,568.90	1,719,068.38	59.59	2,867.17	2,216,234	77.49
Dubuque & Sioux City	16,513.86	10,329.56	64,667.77	10,241.15	100,635.33	2.70	5,339.75		
Des Moines Union	48,814.06	10,285.86	32,406.28	23,702.60	116,106.31	112.53	1,036.24	113,912	102.37
Humeston & Shenandoah	296,497.45	145,897.54	596,470.23	200,757.19	1,233,632.46	469.49	2,479.73	1,547,415	80.04
Iowa Central	3,006.64	1,066.64	5,102.34	1,916.47	11,194.09	6.93	1,615.30		
Keokuk & Western	64,114.81	13,730.92	13,730.92	47,647.95	2,363,531.51	147.97	1,733.63	299,772	86.56
Mason City & Ft. Dodge	31,963.38	13,497.49	35,031.08	21,964.82	102,477.26	92	1,113.88	104,020	98.91
Minneapolis & St. Louis	273,755.80	188,597.48	280,645.02	280,643.96	1,353,635.16	369.76	3,369.58	1,210,534	104
Omaha & St. Louis	51,710.23	36,789.44	129,383.00	64,779.14	282,700.81	145	1,949.66	231,992	121.73
Sioux City & Northern	48,222.35	19,598.80	74,044.68	36,304.55	181,161.87	97.28	1,862.87	181,756	187.5
Tabor & Northern	2,453.49	403.91	3,899.95	322.51	7,069.86	8.79	892.25	13,453	56.8
Union Pacific									
Wabash	1,719,089.44	1,828,473.43	5,037,523.00	1,117,267.05	9,762,893.92	1,936.2	5,011.98	11,333,039	104.14
Winona & Western	41,768.53	10,873.76	56,075.24	26,729.91	135,417.74	113.2	1,196.53	142,064	93.33
NARROW GAUGE ROADS.									
Burlington & Northwestern	14,717.81	3,334.47	14,682.49	6,994.45	39,067.19	109.5	755.66	24,756	1.80
Burlington & Western	26,760.85	8,162.70	10,394.61	10,394.61	53,474.39	104.2		158,447	62
Des Moines & Kansas City	10,011.63	5,915.13	12,040.45	9,553.79	26,321.00		824.30	61,548	59.01
	14,868.45	5,131.97	17,741.07	7,004.80	44,745.79	119	899.52	96,735	48.25
Total	\$25,337,186.69	\$18,746,610.44	\$57,417,547.28	\$17,783,490.12	\$119,384,839.53	\$1,219.93	\$3,481.28	\$29,000,804	\$1,518

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896. * Includes \$650,000 renewal account.

TABLE XXXI—RECAPITULATION OF EXPENSES—ENTIRE LINE—CONTINUED.

RAILROADS.	Proportion of operating expenses and taxes for Iowa.	Expenses of running and maintenance of trains.			Expenses of running and maintenance of freight trains.			Expenses of running and maintenance of passenger trains per mile.			Expenses of running and maintenance of freight trains per mile.			Expenses of running and maintenance of passenger trains per mile.			Percentage of expenses to earnings.
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Ames & College.....	4,743.33	7,504.74	7,409.14	37	14,913.88	68.41	68.41										
Albia & Centerville.....	29,818.50	7,504.74	7,409.14	37	14,913.88	68.41	68.41										
Archison, Topeka & Santa Fe.....	77,147.41	7,504.74	7,409.14	37	14,913.88	68.41	68.41										
Boone Valley.....	4,300.00	7,504.74	7,409.14	37	14,913.88	68.41	68.41										
Burlington, Cedar Rapids & Northern.....	2,939,076.72	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Chicago, Burlington & Quincy.....	3,625,409.86	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Chicago, Burlington & Kansas City.....	137,688.81	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Kansas City, St. Jo. and Council Bluffs.....	124,301.33	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
St. Louis, Keokuk & Northwestern.....	64,045.26	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Chicago, Ft. Madison & Des Moines.....	64,087.25	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Chicago, Great Western.....	26,486.39	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Chicago, Iowa & Dakota.....	1,750,113.06	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Chicago, Milwaukee & St. Paul.....	5,505,432.48	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Chicago, Rock Island & Pacific.....	3,961,213.60	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Chicago & North-Western.....	5,083,651.70	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Chicago, St. Paul, Minneapolis & Omaha.....	364,911.84	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
St. Louis City & Pacific.....	238,108.15	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Crooked Creek.....	16,202.68	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Des Moines Northern & Western.....	292,771.96	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Dubuque & Sioux City.....	16,202.68	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Des Moines Union.....	1,610,373.69	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Des Moines & Shenandoah.....	100,932.33	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Humeston & Shenandoah.....	116,908.31	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Iowa Central.....	928,483.04	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Iowa Northern.....	11,194.09	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Keokuk & Western.....	130,831.58	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Mason City & Ft. Dodge.....	102,477.25	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Minneapolis & St. Louis.....	374,216.48	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Omaha & St. Louis.....	181,576.16	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Sioux City & St. Louis.....	144,303.40	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Tabor & Northern.....	7,019.86	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Union Pacific.....	239,967.09	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Wabash.....	28,631.66	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
Winona & Western.....	39,667.19	728,137.31	2,411,233.40	1.00	3,139,410.76	67.53	67.53										
NARROW GAUGE ROADS.																	
Burlington & Northwestern.....	83,404.39																
Burlington & Western.....	32,325.69																
Des Moines & Kansas City.....	39,828.75																
Total.....	\$ 23,590,373.66	\$ 11,392,113.91	\$84,255,722.31		\$ 43,181,632.83												

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XXXII—GENERAL EXHIBIT.

RAILROADS.	Total income.	Total expenses, including taxes.	Net income.	Rentals paid.	Accrued during the year.	Paid during year.	Paid during year on account of road in Iowa.	INTEREST.				On floating debt.	Paid on floating debt.
								On debt.	Paid on debt.	On debt.	Paid on debt.		
Ames & College.	\$ 5,689.36	\$ 4,743.32	\$ 956.04	\$ 2,406.40									
Albia & Centerville	43,033.23	20,518.54	13,211.72										
A., T. & S. F.	22,043.80	16,759.77	5,283.03										
Boone Valley	4,895,303.80	3,266,657.44	1,628,646.36	13,464.45	811,080.00	813,513.33	678,375.00	3,676,845.00	2,098,586.00				*113,655.05
B., C. R. & N.	27,897,376.91	17,892,053.18	9,975,323.91	42,000.00	6,679,306.50	6,680,881.97	73,800.00	6,680,881.97					
C., B. & Q.	398,424.68	290,437.16	105,987.52	6,772.80	49,200.00	415,210.00							180.83
K. C., St. J. & O. B.	1,782,104.77	1,121,560.03	660,504.74	40,300.12	669,000.00	609,000.00		415,087.49	415,210.00				
St. L., K. & N. W.	2,805,744.68	1,121,527.72	1,684,216.96	34,360.68	669,000.00	32,825.00		609,000.00	609,000.00				\$ 99,863.37
C., Ft. M. & D. M.	95.9	64,967.26	31,873.66		65,650.00								
C., I. & D.	38,113.54	26,496.38	11,617.15		9,840.00								
C. G. W.	4,701,920.52	3,797,572.40	913,348.12		750,934.46	727,255.11	416,490.31	235,129.95	235,729.02				
C. M. & St. P.	22,952,013.55	19,852,135.58	3,099,877.97	328,000.25	7,611,928.18	7,575,515.26	1,891,878.81	7,611,928.18	7,575,515.26				45,435.48
C., E. I. & P.	17,531,033.23	12,289,401.57	5,241,701.65	497,023.14				3,322,175.00	3,322,175.00				
C., N. W.	34,663,929.57	22,017,323.18	12,652,606.39	14,761.86	7,046,201.27	7,054,720.08		7,046,201.27	7,054,720.08				
C., St. P., M. & O.	8,117,233.06	5,232,585.10	2,884,647.96	116,652.33	1,447,916.00	1,446,641.00		1,447,916.00	1,446,641.00				
S. C. & P.	430,050.39	317,092.70	112,957.69		195,379.20	97,620.00		195,379.20	97,620.00				
Crooked Creek	12,901.69	16,302.65	+ 3,301.99										
Des M. N. & W.	444,032.35	2,277,196	151,60.39		117,206.49	136,448.52		115,819.98	135,580.00				668.52
Dubuque & S. C.	2,773,653.27	1,710,034.38	1,063,618.89	103,922.50	534,670.00	562,500.00		534,500.00	592,500.00				453.00
Des Moines Union.	100,952.33	110,852.33		8,333.30	28,903.00	28,903.00		28,450.00	28,450.00				
Humeston & S.	1,652,627.66	1,116,026.31	+ 536,601.35	35,490.00	188,720.00	900.00		187,880.00	900.00				2,406.95
Iowa Central	1,854,043.90	1,238,628.46	615,421.44		318,706.95	319,516.92		316,136.11	317,030.00				
Iowa Northern	13,372.35	11,194.09	2,178.26		3,000.00	3,000.00		3,000.00	3,000.00				
Keokuk & Western	424,307.24	256,532.51	167,774.73		36,150.00	36,150.00		16,500.00	16,500.00				19,650.00
M. C. & Ft. D.	183,326.78	102,477.25	80,849.53		82,800.00	82,800.00		82,800.00	82,800.00				
Minn. & St. L.	2,165,652.40	1,253,332.26	912,320.14	8,202.28	580,540.00	580,540.00		580,540.00	580,540.00				
Omaha & St. Louis	317,334.44	242,700.81	73,633.63		8,600.00								
Sioux City & N.	295,194.11	181,161.38	84,032.73	+ 1,855.92									
Tabor & Northern.	8,351.70	7,056.86	1,321.84	25.00	3,471.34	431.21	431.21	2,400.00	1,071.34				421.24
Union Pacific.	12,917,882.24	9,762,292.92	3,155,589.32	417,254.50				2,738,545.00	2,738,545.00				
Wabash	158,559.46	135,447.74	23,111.72	5,177.87				86,230.00	500.47				
Winona & Western													
NARROW G. ROADS.													
Burlington & N. W.	38,369.31	39,957.15	18,702.12	4,626.00	16,400.00	6,473.52		2,324.16					
Burlington & W.	83,467.34	83,004.33	82.95		39,954.00	6,535.58							
D. M. & K. C.	49,981.70	37,298.00	12,683.64										
D. M. & K. C. { a	64,710.77	76,992.71	+ 12,281.99										
D. M. & K. C. { b													
Total.	\$180,373,777.45	\$119,787,517.4	\$160,586,220.04	\$1,588,560.53	\$28,650,644.88	\$27,068,695.56	\$55,252,853.57	\$38,900,553.20	\$32,456,626.13	\$71,293.11	\$ 398,879.58		

* Miscellaneous. † Deficit. ‡ Permanent Improvements. § On current liabilities. ¶ Premiums on bonds purchased. a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XXXIII—GENERAL EXHIBIT—CONTINUED.

RAILROADS.	DIVIDENDS.		INTEREST.		Floating debt liquidated during the year.	Balance for the year.	Debit for the year.	Balance at commencement of year.	Debit at commencement of year.	Balance at close of yr. 1896.	Debit at close of yr. 1896.
	Rates.	Am. amt.	Falling due during year and not paid.	Default'd in prev. years and paid in this.							
Ames & College.	4	\$ 1,600 00			\$ 1,676 72	10,745 38			922 43	8,468 00	
Albia & Centerville.					*318,133 00	1,174,865 76	91,032,675 58		2,276 72	141,720 18	
Atchison, Topeka & Santa Fe.			\$ 33,915 00			590,495 57		1,595,079 90		2,155,515 47	
Boone Valley.	3.5	192,000 00			14,251 04	52,813 96		9,353,060 79		9,367,302 73	
Burlington, C. Rapids & N.	4	3,280,109 00				43,175 86		1,830,551 07	46,109 47	6,704 43	
Chicago, Burl. & Quincy.						870,223 51		1,281,881 98		1,796,375 21	
Chicago, Burl. & K. City.	4.89	257,370 48				33,776 31		31,274 50		999,108 37	
Chicago, St. Jo. & C. B.	1.3	70,789 41									\$ 65,000 81
St. Louis, Keokuk & N.W.			22,835 00								
Chicago, Ft. Madison & D. M.						161,093 66			370,561 91		
Chicago, Iowa & Dakota.	4	470,490 30				2,183,988 96		6,479,879 51		7,663,983 47	
Chicago Great Western.	7.3	3,221,130 83				589,108 63		688,533 43		1,577,942 06	
Chicago, Milwaukee & St. P.	2	923,116 00				4,042,821 68		7,769,502 23	8,723,607 26	3,0 8,716 62	
Chicago, Rock Island & P.	7.5	3,517,057 50	22,13,058 04		246,465 29	717,433 73		2,322,641 43		3,040,0 5 16	
Chicago & North-Western.	7	787,916 00							1,675,400 28		1,769,651 70
Chicago, St. Paul, M. & O.	7	11,830 00	97,974 20	215 00		94,251 51					
Sioux City & Pacific.						3,300 99					
Crooked Creek.											
Des Moines Northern & W.	4		25,539 91	19,760 02	11,070 93	34,033 90			34,852 92		1,799 02
Dubuque & Sioux City.		319,981 00				96,178 38			5,794 31	90,381 06	
Des Moines Union.											
Humeston & Shenandoah.			157,890 00				191,231 99		11,725 43		202,960 42
Iowa Central.		e 90,221 34		2 63 77	106,331 99	178,320 38		332,381 70		630,703 06	
Iowa Northern.						43,563 96	631 74	963 24		141 50	
Keokuk & Western.	2	90,000 00				24,650 99		34,710 30		73,924 16	
Mason City & Ft. Dodge.			82,801 00			86,780 20		19,052 19	613,103 61	105,532 30	633,054 60
Minneapolis & St. Louis.	5.3	214,000 00				28,053 63		8,101 09		84,181 72	
Omaha & St. Louis.							13,824 19		115,445 11		129,269 30
Sioux City & Northern.							1,134 26		11,813 56		12,947 82
Tabor & Northern.			3,050 10	384 00					1,017,398 86	7 1,657 63	9 953,616 43
Union Pacific.						31,799 82		1,534 77			102,023 92
Wabash.							103,558 60				
Winona & Western.		e 40,420 43									
NARROW GAUGE ROADS.											
Burlington & North-western.							9,332 87		115,906 80		125,239 67
Burlington & Western.							49,103 79		500,805 59		549,706 29
Des Moines & K. City.	a					12,683 64		39,415 34		52,129 94	
	b						12,281 99				
Total.		\$13,505,575 18	\$7,044,281	\$23,011 79	\$683,670 43	\$10,887,906 51	\$1,613,480 79	\$20,654,631 20	\$13,876,876 25	\$30,439,414 83	\$4,798,978 35

* A. P. R. R. arbitration award. † Surplus paid for receiver certificates. c Sinking funds. d Deductions for the year. e Permanent improvements. f Credit to profit and loss. g Debit to profit and loss. a July 1 to December 4, 1895. b December 4 to July 1, 1896.

TABLE XXXIV—GENERAL RECAPITULATION.

RAILROADS.	Total income.	Total operating expenses and taxes.	Net income above operating expenses and taxes.	Net income above operating expenses, taxes and rental.	GROSS INCOME PER TRAIN MILE RUN.		NET INCOME PER TRAIN MILE RUN.		Percentage of net income to stock and debt.	Percentage of income to cost of road and equipment.
					Miles run.	Income.	Miles run.	Income.		
Ames & College.....	\$ 4,039.36	\$ 4,743.32	\$ 956.04	\$ 956.04	49,974	\$ 86.11	49,974	\$ 26.44	3.30	3.30
Albia & Centerville.....	53,090.23	29,818.50	13,211.72	13,211.72	17,425,041	1,21.72	17,425,041	23.72	1.22	1.30
Atch son, Topeka & Santa Fe.....	+ 22,042,807.97	16,759,778.56	5,283,030.41	5,283,030.41	3,632,010	1.34.78	18,810,501	44.54	6.94	6.31
Boone Valley.....	4,895,363.80	3,266,617.44	1,628,646.36	1,628,646.36	18,810,501	1.48	18,810,501	53.74	4.7	4.9
Burlington, Cedar Rap. & Northern	27,867,273.07	17,300,583.98	10,524,692.09	10,524,692.09	235,542	1.03	1,104,274	28.74	1.16	1.13
Chicago, Burlington & Quincy.....	369,424.68	1,121,560.04	689,604.74	689,604.74	1,04,374	1.61.3	1,182,298	56.9	5.2	4.8
Chicago, Burlington & Quincy.....	1,782,164.27	2,192,590.04	1,684,216.96	1,684,216.96	96,487	2.37	96,487	33.03	5.21	5.27
Kansas City, St. Jo. & Co. Bluffs	2,805,744.68	1,121,527.22	1,684,216.96	1,684,216.96	31,873.66	99.44	31,873.66	33.03	95	97
St. Louis, Keokuk & Northwest'n.	95,960.92	64,087.26	31,873.66	31,873.66	3,610	68.64	3,610	30.08	1.67	1.70
Chicago, Ft. Madison & Des Moines.	38,113.54	28,406.30	9,707.24	9,707.24	22,285,659	1.47.86	22,285,659	58.65	6.16	6.17
Chicago, Iowa & Dakota.....	4,700,870.62	3,706,872.40	912,918.12	912,918.12	13,812,293	1.26.93	13,812,293	35	4.44	4.61
Chicago, Great Western.....	32,932,013.55	19,892,145.58	13,039,877.97	13,039,877.97	26,804,795	1.20.31	26,804,795	47.20	6.39	7.31
Chicago, Milwaukee & St. Paul.....	17,531,303.23	12,580,601.57	5,211,701.66	5,211,701.66	4,985,345	1.64.83	4,985,345	55.52	4.50	4.96
Chicago, Rock Island & Pacific.....	34,690,929.57	22,017,323.18	12,653,606.39	12,653,606.39	558,835	1.19.85	558,835	31.48	2.12	1.96
Chicago & North-Western.....	8,117,253.06	5,232,585.10	2,884,657.96	2,884,657.96	375,274	1.18.32	375,274	40.31	2.08	2.07
Chicago, St. Paul, Minneapolis & O.	420,050.80	31,092.70	13,957.99	13,957.99	2,551,891	1.10.17	2,551,891	67.38	4.9	5.1
St. Louis City & Pacific.....	12,901.69	16,092.60	3,190.91	3,190.91	113,912	93.52	113,912	38	2.85	2.79
Crooked Creek.....	444,032.35	292,771.96	151,260.39	151,260.39	1,547,445	1.20.75	1,547,445	19.24	3.92	3.92
Des Moines Northern & Western.....	2,811,531.43	1,710,068.38	1,092,463.05	1,092,463.05	1,131,361	1.18.75	1,131,361	55.97	2.86	2.67
Dubuque & Sioux City.....	100,932.33	108,275.33	* 1,747.35	* 1,747.35	104,090	1.79.81	104,090	73	4.05	4.14
Des Moines Union.....	1,853,043.90	1,238,022.46	615,021.44	615,021.44	1,210,534	1.30.81	1,210,534	14.95	1.90	1.90
Hawes & Shenandoah.....	13,372.35	256,532.51	2,171.29	2,171.29	231,462	2.30.27	231,462	63.80	1.70	2.03
Iowa Central.....	424,307.24	104,477.25	319,830.53	319,830.53	11,333,639	1.14.91	11,333,639	98.1	1.84	1.85
Keokuk & Western.....	108,316.78	1,238,352.26	912,320.20	912,320.20	142,084	1.62.65	142,084	1,06.25	3.63	3.8
Mason City & Western.....	2,163,652.46	1,238,352.26	912,320.20	912,320.20	24,756	2.35	24,756	56	.00.04	.97
Minneapolis & St. Louis.....	317,384.44	282,700.81	34,683.63	34,683.63	61,545	.81.21	61,545	22.2		
Omaha & St. Louis.....	265,104.11	181,161.38	84,032.73	84,032.73						
Sioux City & Northern.....	8,581.70	7,019.86	1,561.84	1,561.84						
Tabor & Northern.....										
Union Pacific.....	12,942,822.24	9,707,282.92	3,190,539.32	3,190,539.32						
Winnebago & Western.....	168,569.48	136,447.74	23,111.74	23,111.74						
Winona & Western.....										
NARROW GAUGE ROADS.										
Burlington & Northwestern.....	58,369.31	39,067.19	18,702.12	18,702.12						
Burlington & Western.....	83,467.34	83,404.39	6.95	6.95						
Des Moines & Western.....	49,981.70	26,321.00	13,660.70	13,660.70						
Des Moines & Kansas City.....	64,710.77	76,993.76	* 12,283.99	* 12,283.99						
Total.....	\$180,411,635.61	\$119,186,777.87	\$61,224,877.74	\$61,224,877.74	\$129,362,696	\$1 35.79	\$129,362,696	\$ 40.20		

* Deficit. a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1899. † Permanent improvements, \$2,446.40; not deducted. ‡ Includes \$831,068.40 miscellaneous income.

TABLE XXXV—CURRENT ASSETS AND LIABILITIES.

CASH AND CURRENT ASSETS AVAILABLE FOR PAYMENT OF CURRENT LIABILITIES.

RAILROADS.	Cash.	Bills Receiv- able.	Due from agents.	Net trans- actions due from other co's.	Due from solv- ent com- pan- ies and indiv- iduals.	Other cash assets, in- clud- ing re- ceiv- ables and suppl- ies.	Balance current liabilities.	Total.
Ames & College.....	\$ 956.04							\$ 956.04
Albia & Centerville.....	617.14		227.38	\$ 11,645.82	\$ 324.03			12,914.37
Atchison, Topeka & Santa Fe.....	768,430.53	\$ 29,577.95	\$ 164,806.67		1,193,193.47		\$ 135,126.64	2,250,135.26
Boone Valley.....								
Burlington, Cedar Rapids & Northern.....	253,351.45	119,277.54	92,919.37	107,887.13	36,315.31	\$ 42,000.00		650,710.80
Chicago, Burlington & Quincy.....	2,205,611.12	1,839,313.63	15,755.10		1,565,102.11	14,299.86		5,641,086.82
Chicago, Burlington & Kansas City.....	87,971.14		1,187.85		8,894.45		160,629.41	376,463.96
Kansas City, St. Paul & Council Bluffs.....	105,970.34		21,244.48		154,953.84	90,773.12		373,916.78
St. Louis, Keokuk & Northwestern.....	88,843.45	148,695.28	40,874.05		153,627.65		1,368,193.81	1,821,192.75
Chicago, Ft. Madison & Des Moines.....	19,926.82		932.95			4,270.79	3,679.26	29,009.82
Chicago, Iowa & Dakota.....								
Chicago, Great Western.....	473,500.21	60,000.00	103,616.09		911,441.33	40,695.56	1,264,002.63	2,261,267.92
Chicago, Milwaukee & St. Paul.....	5,533,619.26		945,057.61		165,719.10	303,353.85		6,308,789.21
Chicago, Rock Island & Pacific.....	1,590,535.08	219,066.00	345,093.58	43,576.63	191,157.26			2,319,368.03
Chicago & North Western.....	2,897,048.77	91,008.23	1,561,093.08	52,819.28		277,113.25		4,988,088.53
Chicago, St. Paul, Minneapolis & Omaha.....	842,623.13	362.25	196,097.60		50,319.68	521,918.64		1,614,081.26
Sioux City & Pacific.....	140,838.53		40,246.92	3,492.85				194,438.00
Oroville Creek.....			333.15	70.14	6,916.26		2,300.89	8,606.44
Des Moines Northern & Western.....	12,704.80	213.96			19,613.95		31,217.84	61,556.55
Dubuque & Sioux City.....		5,010.00	8,141.63		606,184.25	243.82	3,323,696.64	3,939,346.71
Des Moines Union.....		15,236.39					85,413.51	58,712.10
Humeston & Shenandoah.....								
Iowa Central.....	36,662.24		25,094.74		46,520.72		100,367.89	210,645.60
Iowa Northern.....						141.50		141.50
Keokuk & Western.....	31,311.63		1,428.67		39,870.10		743,646.32	816,260.22
Mason City & Ft. Dodge.....	4,319.06	869.09	2,021.53	1,815.97	26,664.90	61.61	866,609.07	843,351.53
Minneapolis & St. Louis.....	100,946.83		50,737.19	234,233.25		1,787.07		387,688.94
Omaha & St. Louis.....	44,373.87		3,667.16	2,940.41	12,823.89		296,097.13	269,808.51
Sioux City & Northern.....	68,468.50		6,391.17		26,788.06	146,516.10	177,770.37	424,632.20
Tabor & Northern.....		100.00		244.02			28,108.05	30,959.59
Union Pacific.....								
Winona & Western.....	457,675.57	18,992.94	58,292.96		384,698.13	117,007.50	1,792,278.95	2,788,946.05
Winona & NARROW GAUGE ROADS.....	2,844.02		4,008.96		4,111.19		95,140.96	106,104.83
Burlington & Northwestern.....	438.10	1,072.10	1,560.84	137.70	102,824.71	8,970.76	133,428.99	243,372.80
Burlington & Western.....	9,346.60	60.00	5,458.34	45.79	22,818.43	88.51	850,431.60	887,691.26
Des Moines & Kansas City.....	2,968.34				1,832.07		57,871.98	62,896.09
Des Moines & Kansas City.....	1,148.08		464.38				22,045.37	23,652.83
Total.....	\$15,698,806.46	\$ 2,553,292.32	\$ 8,049,988.96	\$ 458,712.37	\$ 4,909,139.22	\$ 1,574,434.55	\$11,166,156.46	\$39,430,532.34

a July 1 to December 4, 1895. b December 4, 1895 to July 1, 1896.

TABLE XXXVI—CURRENT ASSETS

CURRENT LIABILITIES ACCRUED TO

RAILROADS.	Receiver's cer- tificates.	Loans and bills payable.	Audited vouch- ers and ac- counts.	Wages and sal- aries.	Net traffic bal- ance due oth- er companies.
Ames & College.....			\$ 4,224.61	\$ 801.22	
Albia & Centerville.....			1,814,070.16	855,550.45	\$ 86,599.62
Atchison, Topeka & Santa Fe		\$ 29,000 00			
Boone Valley.....			260,712 04	186,459.80	
Burl., Cedar Rapids & North'n			974,127 31	410,369 36	377,831 60
Chicago, Burlington & Quincy		500,000 00	13,225 26	10,172 36	84
Chicago, Burl., & Kansas City			113,918.78	55,069.23	8,563.54
K. O. St. Jo. & Council Bluffs			136,922 56	62,488.66	16,512 61
St. Louis, Keokuk & N. W.		1,815,176 00	2,994.78	3,313 67	5-2 75
Chicago, Ft. Madison & D. M....		2,500 00			
Chicago, Iowa & Dakota.....					
Chicago Great Western.....	\$1,210,600.68	526,388.12	313,166.28		27,900 00
Chicago, Milwaukee & St. Paul			310,161.69	1,308,669.61	71,689 41
Chicago, Rock Island & Pacific		122,752.67	505,708 81	35,056.79	
Chicago & Northwestern.....			1,061,560.01	1,312,743.06	195,014 40
Chl. St. P., Minneapolis & O.			204,691.96	244,916.84	65,365.80
St. Louis City & Pacific			21,789 66	28,191 27	
Crooked Creek.....			9,940.64		
Des Moines Northern & West'n			35,689.80		7,726 84
Dubuque & Sioux City.....		3,875,000 00	59,880 16		
Des Moines Union.....		35,808 94	7,251.52	7,883.62	
Humeston & Shenandoah.....					
Iowa Central.....			121,621.83	48,857.38	21,442 43
Iowa Northern.....					
Keokuk & Western.....		793,000 00	11,796 89	14,473.83	
Mason City & Ft. Dodge.....			6,335.29	4,823 61	
Minneapolis & St. Louis.....			75,876.80	73,518.67	38,603.96
Omaha & St. Louis.....	240,000 00		7,317.79	13,890.72	
Sioux City & Northern.....			8,071 85	283 20	1,118.57
Taber & Northern.....		13,039 63	158 55	75.17	
Union Pacific.....					
Wabash.....		429,336 52	1,160,101 18	436,369.64	165,789 11
Winona & Western.....		5,959 83		7,217.04	6,677 96
NARROW GAUGE ROADS.					
Burlington & Northwestern....			27,287.45	181 15	
Burlington & Western.....		116,689.24	5,883.97	576.10	
Des Moines & Kansas City.....	a	62,696.09			
	b		14,794 08	7,854 63	1,001.12
Total.....	\$1,450,600 68	\$7,818,287.51	\$6 790,619 57	\$5,121,982.72	\$1 089,748 17

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

AND LIABILITIES—CONTINUED.

AND INCLUDING JUNE 30, 1896.

Dividends not called for.	Matured inter- est coupons unpaid.	Rents due July 1st.	Miscellaneous.	Balance cash assets.	Total.	Materials and supplies on hand.
				\$ 956.04	\$ 956.04	
				7,788.54	12,814.87	
	\$ 23,915 00				2,259,135.25	\$ 813,421.18
				208,538.85	650,710.80	488,349.23
\$ 497.50	1,708,100.00		\$ 78,443.57	1,596,777.24	5,641,086.82	2,295,188.41
	184,500.00				208,463.85	
	195,055.50			1,039.73	372,946.78	198,624.54
	304,500.00			1,638.00	1,821,192.75	39,568.80
	17,918.75			1,699.97	23,009.82	4,310.29
70,578.75		115,353.69			2,261,287.92	212,248.45
42,210.04	3,484,843.50			1,091,194.96	6,308,769.21	1,846,511.36
				1,655,950.25	2,319,368.02	1,155,846.14
7,194.50	334,718.02	6,000.00	*1,397,986.75	551,796.84	4,868,985.58	2,295,182.94
394,574.00	81,991.23	9,446.10		619,079.81	1,614,085.25	709,954.66
	50,040.00			83,814.07	184,638.00	43,456.51
					9,910.64	
	25,539.94				68,956.58	2,521.29
1,399.05	8,097.50				3,939,346.71	
					53,712.10	4,413.51
			3,266.02			
	16,900.00	1,560.00	264.05		210,645.69	187,193.84
				141.50	141.50	
					816,280.32	18,283.98
	828,000.00		8,192.63		842,351.53	10,504.79
			82,999.85	116,695.66	387,693.94	182,491.17
	8,600.00				269,808.51	10,152.58
	238,000.00		111,179.59	16,278.99	424,932.20	26,129.95
	16,671.14	5.00			29,939.59	
35,000.00	150,001.00		423,248.60		2,798,846.05	578,954.27
	86,250.00				106,104.83	
	215,904.00				243,373.60	8,377.74
	459,804.00		4,729.35		587,681.25	
					62,696.09	
					23,652.83	9,763.23
\$ 551,423.64	\$ 8,480,347.80	\$ 132,929.19	\$ 2,108,625.38	\$ 5,915,052.48	\$ 39,429,532.34	\$ 11,124,384.01

* Of this amount \$1,367,788.75 are dividends payable July 6, 1893.

TABLE XXXVII—SURPLUS.

RAILROADS.	Surplus at commence- ment of year.	Surplus at close of year.	Amount in- vested in railroad stocks.	Amount of its own stock or bonds owned by the company.	Amount ab- sorbed in construc- tion.	Amount in materials and balanc- es from other roads.	Amount in- vested in railroad bonds.
Ames & College.....	\$ 922.48	\$ 856.01	.....	.....	.....	.....	.....
Albia & Centerville.....	.....	8,468.60	.....	.....	.....	.....	.....
Archison, Topeka & Santa Fe.....	.....	141,720.18	\$165,364,777.08	.....	.....	.....	\$ 168,865,220.00
Boone Valley.....	.....	.....	.....	.....	.....	.....	.....
Burlington, Cedar Rapids & Northern.....	1,868,079.90	2,156,516.47	1,735,000.00	\$ 64,872.50	\$ 144,696.87	\$ 596,298.35	.....
Chicago, Burlington & Quincy.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Kansas City.....	.....	.....	.....	.....	.....	.....	.....
Kansas City, St. Jo. & Council Bluffs.....	.....	.....	.....	.....	.....	.....	.....
St. Louis, Keokuk & Northwestern.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Ft. Madison & Des Moines.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Iowa & Dakota.....	.....	.....	.....	.....	.....	.....	.....
Chicago Great Western.....	.....	.....	716,506.11	18,000.00	.....	.....	.....
Chicago, Milwaukee & St. Paul.....	5,479,879.51	7,663,868.47	.....	152,950.00	.....	.....	.....
Chicago, Rock Island & Pacific.....	7,759,602.25	3,078,716.63	49,364.00	433,379.27	.....	.....	.....
Chicago & North-Western.....	2,332,641.43	3,040,075.16	59,700.00	6,873,991.96	916,149.95	1,679,803.40	112,000.00
Chicago, St. Paul, Minneapolis & Omaha.....	.....	.....	.....	.....	.....	709,854.66	.....
Stionx City & Pacific.....	.....	.....	.....	.....	.....	.....	.....
Crooked Creek.....	.....	.....	.....	.....	.....	.....	.....
Des Moines Northern & Western.....	.....	.....	.....	.....	.....	.....	.....
Dubuque & Sioux City.....	\$5,794.31	\$0,884.08	5.80	.....	.....	.....	523,073.13
Des Moines Union.....	.....	.....	.....	.....	.....	.....	.....
Humeston & Shenandoah.....	.....	.....	.....	.....	.....	.....	.....
Iowa Central.....	353,381.70	530,702.09	.....	5,693,925.63	.....	165,761.41	.....
Lowa Northern.....	963.24	141.50	.....	.....	.....	.....	.....
Keokuk & Western.....	34,710.20	73,234.16	.....	.....	.....	.....	.....
Mason City & Ft. Dodge.....	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis.....	26,537.83	105,832.39	.....	292,000.00	.....	.....	.....
Omaha & St. Louis.....	8,101.09	34,184.73	.....	.....	.....	.....	.....
Sioux City & Northern.....	.....	.....	.....	.....	.....	.....	.....
Tabor & Northern.....	.....	.....	.....	.....	.....	.....	.....
Union Pacific.....	.....	.....	.....	.....	.....	.....	.....
Wabash.....	.....	.....	2,611,000.00	.....	.....	.....	159,665.54
Winona & Western.....	.....	.....	.....	.....	.....	.....	.....
WINNABOW GAUGE ROADS.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Western.....	39,445.34	53,123.96	.....	.....	.....	.....	.....
Des Moines & Kansas City.....	.....	.....	.....	.....	.....	.....	.....
Total.....	\$ 17,614,370.60	\$ 16,980,988.45	\$176,594,372.99	\$ 17,553,792.43	\$1,000,846.83	\$2,151,745.63	\$ 169,759,245.97

* Deficit. a July 1, to December 4, 1896. b December 4, 1896, to July 1, 1896.

TABLE XXXVIII—MILEAGE.

RAILROADS.	Miles—main line.	Main line— Lows.	Double trk —main line	Double trk in lows.	Branches owned.	Branches in lows.	Total road owned.	Total road owned in lows.	Sidings and not before enumerated.	Sidings and other not before enumerated.	RAILS IN TOWNS EXCLUSIVE OF SIDINGS.		WEIGHT PER YARD.	
											Steel	Iron.	Steel	Iron.
Ames & College	1.98	1.98					1.98	1.98			1.98			
Albia & Centerville	24.44	24.44					24.44	24.44	3.12	3.12	24.44	8.13	60	56
Atchison, Topeka & Santa Fe	1,652.10	19.86	16.03		2,909.73		4,561.83	19.86	875.81	87.82	19.86		70	
Boone Valley	3	3					3							
Burlington, Cedar Rap. & N.	230.61	240.61			204.34		1,138.47	949.24	173.86	155.43	942.35	7	80	70
Chicago, Burl. & Quincy	863.21	232.51	294.88		4,822.52		5,063.33	949.48	1,203.61	237.56	732.16	204.43	70	
Burl. & Mo. River in Neb.							3.96							
Chicago, Burl. & K. O.	181.56	77.64			181.56		181.56	77.64	15.18	1.38	77.64		54	
Kansas City, St. Jo. & O. B.	180.81	49.63	1.44		151.04		310.85	57.88	75.45	9.61	53.07	4.31	54	58
St. Louis, Keokuk & N. W.	166.74	2.99	23.61		59.06		223.86	51	75.13	19.78	38.22		54	46
Chicago, Ft. Madison & D. M.	71	71					71		7.60	7.60	71		60	
Chicago, Iowa & Dakota	28.40	28.40					28.40	28.40	3.17	3.17	28.40			
Chicago Great Western	713.84	371	4.40		131.64		94.43	465.43	188.76	65.50	463.88	2.55	60	
Chicago, Milwaukee & St. P.	6,150.75	1,553.37	204.52	4.01	2,381.08		6,150.75	1,553.37	1,404.71	310.40	1,415.83	137.54	71	60
Chicago, R. I. & Pacific	499.62	817.75	135.37	4.03			2,890.70	1,066.51	1,671.95	185.70	6.32.03	73.52	80	56
Chicago & North-Western	3,732.29	1,163.13	338.78	82.52			2,783.29	1,163.13	1,443.90	298.05	1,000.80	73.32	60	50
Chicago, St. P. Minn. & O.	1,422.64	74.55	23.79				1,192.64	74.55	412.19	23.08	63.17	18.38		
St. Louis City & Pacific	107.42	80.47					107.42	80.47	30.75	24.82	78.06	2.41	60	56
Crooked Creek	22.41	22.41					22.41	22.41	8.28	8.28	17.61	4.80		
Des Moines, Northern & W.	150	150					150	150	10.44	10.44	150		68	
Dubuque & Sioux City	328.58	328.58	8.28	8.28	273.01		599.59	573.24	104.83	101.37	647.59	26.65	80	
Des Moines Union	2.70	2.70	2	2			4.70			10	2.70		60	
Hunstont & Shenandoah *														
Iowa Central	373.26	284.60			129.64		502.81	414.85	90.31	70.39	386.83	18.90	60	56
Kettling Bridge														
Iowa Northern	5.93	5.93			1		5.93	5.93			5	1.94	60	56
Keokuk & Western	142.80	78.08					142.80	78.08	21.25	1.67	73.08		60	40
Mason City & R. Dodge	188.10	88.10			8.90		6.93	73.08	7.68	7.68		92	68	56
Minneapolis & St. Louis	261.64	17.89	8.62		110.21		371.85	140.60	22.63	18.70	140.60		68	56
Omaha & St. Louis	145	67					145		13.47	13.47	67		60	56
Sioux City & Northern	68	76					96	76	1	1	76	5.36	45	35
Tabor & Northern	8.79	8.79					8.79				8.43			
Union Pacific														
Winona & Western	1,979.60	194.70			1,694		1,694	88.70	403.60	4.70	124.70		90	
Wabash	113.20	23.60			113.20		113.20	23.60	13.66	2.61	23.50			
NARROW GAUGE ROADS.														
Burlington & Northwestern	88.73	88.73					88.73	88.73	8.46	3.46	22.78	15.95	58	90
Burlington & Western	70.70	70.70					70.70	70.70	3	3	65.74	4.96	65	35
Des Moines & Kansas City	112	100.17					112	100.17	2.63	2	59	43	56	45
Total	19,937.05	5,931.43	1,161.71	181.85	11,157.16	1,749.30	31,412.11	8,495.07	7,321.81	1,621.87	7,453.01	943.12		

* Owned and reported by Chicago, Burlington & Quincy.

TABLE XXXIX—MILEAGE—CONTINUED; AND STATIONS AND TELEGRAPH OFFICES.

RAILROADS.	OPERATED UNDER LEASE OR CONTRACT.			Total miles operated.	Total miles operated in Iowa by any other company.	Miles operated under track.	STATIONS AND TELEGRAPH OFFICES.					
	Miles in Iowa.	Miles in other States.	Total.				Number of stations owned.	Number of stations on road.	Number of stations on road operated in Iowa.	Number of telegraph stations in Iowa.	Number of telegraph stations in Iowa.	Number of telegraph stations in Iowa.
Ames & College.....				1.98	1.98		3	3	3	3	3	3
Albia & Centerville.....				24.44	24.44		870	890	890	890	890	890
Archison, Topeka & Santa Fe.....				4,986.16	4,986.16		3	3	3	3	3	3
Boone Valley.....				23.34	23.34		3	3	3	3	3	3
Burlington, Cedar Rapids & Northern.....	527.14	175.74	702.88	702.88	949.84	11.80	178	178	178	157	152	152
Chicago, Burlington & Quincy.....	46.64	160.51	207.15	207.15	850.48	160.79	336	336	336	150	116	116
B. & M. in Nebraska.....				38.39	38.39		34	34	34	34	34	34
Chicago, Burlington & Kansas City.....	39.89	4.52	44.41	44.41	77.64	39.39	55	55	55	10	10	10
Kansas City, St. Jo. & Council Bluffs.....				11.77	11.77		21	21	21	21	21	21
St. Louis, Keokuk & Northwestern.....	.71	11.06	11.77	11.77	57.38	11.77	41	41	41	15	15	15
Chicago, Ft. Madison & Des Moines.....				71	71		21	21	21	21	21	21
Chicago, Iowa & Dakota.....				26.40	26.40		7	7	7	7	7	7
Chicago Great Western.....				844.43	844.43		174	174	174	87	78	78
Chicago, Milwaukee & St. Paul.....				6,187.92	6,187.92		913	913	913	298	232	232
Chicago, Rock Island & Pacific.....	305.96	46.70	352.66	352.66	1,553.87	37.17	417	417	417	175	149	149
Chicago & Northwestern.....	27.50	1,243.49	1,270.99	1,270.99	1,046.51	238.05	639	639	639	195	188	188
Chicago, St. Paul, Minneapolis & Omaha.....		43.09	63.59	63.59	1,163.12	27.50	270	270	270	20	18	18
Sionx City & Pacific.....				1,107.43	80.47		16	16	16	13	13	13
Chicago, Santa Fe & California.....				22.41	22.41		5	5	5	5	5	5
Crooked Creek.....				151	150	1	35	35	35	23	23	23
Des Moines Northern & Western.....				599.59	573.24		104	97	104	96	96	96
Dubuque & Sioux City.....				4.70	4.70		2	2	2	2	2	2
Des Moines Union.....												
Humeston & Shenandoah.....				2.57	499.49	3.50	94	94	94	75	66	66
Iowa Central.....	1.47	1.10	2.57	2.57	* 415.72							
Keokuk & Western.....				6.93	6.93							
Keokuk & Western.....				147.97	73.08	5.17	27	27	27	18	18	18
Mason City & Ft. Dodge.....				92	92		15	15	15	15	15	15
Minneapolis & St. Louis.....		11	11	389.76	140.69		53	53	53	20	20	20
Omaha & St. Louis.....				145	67		29	29	29	14	10	10
Sioux City & Northern.....	1.38		1.38	97.28	76.70		16	16	16	12	12	12
Tabor & Northern.....				8.79	8.79							
Union Pacific.....				81.40	1,979.60	38	396	396	396	21	14	14
Wabash.....				113.20	23.50		19	19	19	3	3	3
Winona & Western.....												
WYARROW GAUGE ROADS.												
Burlington & Northwestern.....				52.50	28.73	13.77	8	8	8	10	9	9
Burlington & Western.....				104.20	70.70	33.50	14	14	14	21	21	21
Des Moines & Kansas City.....				113	100.17		16	16	16	14	14	14
Total.....	1,033.06	1,794.55	2,757.61	23,830.09	8,495.97	837.15	5,331	5,331	5,331	1,533	1,297	1,297

* Includes 1.47, Keithsburg bridge.

TABLE XLI—EMPLOYEES AND SALARIES—STATE OF IOWA—CONTINUED.

RAILROADS.	FIREMEN.			CONDUCTORS.			OTHER TRAINMEN.			MACHINISTS.			CARPENTERS.		
	Number.	Total yearly compensation.	Av. daily compensation.	Number.	Total yearly compensation.	Av. daily compensation.	Number.	Total yearly compensation.	Av. daily compensation.	Number.	Total yearly compensation.	Av. daily compensation.	Number.	Total yearly compensation.	Av. daily compensation.
Ames & College.....	47	\$ 34,693.32	\$2.64	1	\$ 553.00	\$1.51	86	\$ 48,897.88	\$2.00	56	\$ 27,213.00	\$2.24	43	\$ 3,879.80	\$2.39
Albia & Oertville.....	128	86,557.50	2.36	41	42,954.72	3.25	1	111,833.28	2.06	99	55,012.50	2.25	185	103,674.00	1.85
Atchison, Topeka & Santa F.....	160	99,357.89	1.74	117	111,865.15	2.66	226	118,142.79	1.46	230	162,459.32	1.69	232	124,170.06	1.77
Boone Valley.....	10	6,904.20	1.89	9	9,864.60	3.09	16	11,333.36	1.99				1	679.21	2.17
Burlington & Q.....	2	1,065.50	1.75										1	1,289.56	2.06
Chicago, Burlington & N. O.....													1	391.25	1.52
Chicago, Burlington & N. O.....	2	1,557.13	2.30	2	1,825.15	2.68	3	1,824.34	1.84	9	6,619.95	2.35			
Chicago, Keokuk & N.....	2	1,420.00	1.34	1	660.00	2.10	2	982.63	1.56	1	749.45	2.25	1	391.25	1.52
Chicago, Ft. M. & D. Moines	1	420.00	1.34	1	660.00	2.10	2	982.63	1.56	1	749.45	2.25	1	391.25	1.52
Chicago, Iowa & Dakota.....	70	51,873.30	2.03	53	55,302.99	2.86	130	58,668.40	1.34	36	30,415.20	2.28	69	44,250.09	1.75
Chicago Great Western.....	276	188,880.00	2.30	192	199,832.76	2.32	419	254,373.33	1.92	171	143,750.49	2.68	190	133,505.06	2.24
Chicago, Milwaukee & St. P.....	170	126,488.56	2.37	110	124,417.56	3.60	223	145,199.04	2.07	114	62,313.24	1.83	153	95,981.00	2.30
Chicago, Rock Island & P.....	344	236,692.31	2.20	232	233,109.63	3.21	482	391,615.82	2.00	207	137,703.02	1.97	184	115,872.39	2.01
Chicago & North-Western.....	10	8,602.53	2.74	9	10,029.75	3.55	23	14,576.68	2.02	50	32,983.26	2.10	43	26,045.02	1.93
Chicago, St. P., M. & O.....	13	11,391.04	2.80	9	9,578.00	3.40	50	11,966.44	1.91	47	32,449.27	2.21	69	41,764.34	1.93
Sioux City & Pacific.....	1	4,570.00	1.49	1	594.23	1.92	12	6,974.57	1.78	104	46,715.71	2.47	89	40,176.67	2.15
Crooked Creek.....	8	7,034.84	2.80	1	4,747.15	3.29	124	84,139.82	2.69	12	7,449.96	2.46	5	2,037.09	2.12
Des Moines Northern & W.....	81	60,160.02	1.88	56	63,942.06	3.64				4	2,451.82	2.70	10	5,539.75	1.83
Dubuque & Sioux City.....	3	1,918.05	1.59							4	12,871.10	2.01	90	33,119.23	1.83
Des Moines Union.....	59	32,035.90	2.16	35	28,803.07	2.71	6	2,726.42	1.61	12	7,449.96	2.46	5	2,037.09	2.12
Humeston & Shenandoah.....	1	2,337.61	1.0	3	2,554.96	2.23				4	12,871.10	2.01	90	33,119.23	1.83
Iowa Central.....	1	540.00	1.50	1	6,000.00	1.66	72	35,414.34	1.87	37	12,871.10	2.01	90	33,119.23	1.83
Iowa Northern.....	1	540.00	1.50	1	6,000.00	1.66	72	35,414.34	1.87	37	12,871.10	2.01	90	33,119.23	1.83
Keokuk & Western.....	4	4,315.27	1.99	4	4,302.42	2.95	7	3,828.94	1.58	17	9,514.65	1.97	23	8,897.75	2.15
Mason City & Ft. Dodge.....	13	9,482.25	1.92	11	11,940.50	3.25	23	14,158.00	1.72	3	2,202.67	2.50	8	3,892.08	1.84
Minneapolis & St. Louis.....	9	9,482.25	1.92	11	11,940.50	3.25	23	14,158.00	1.72	3	2,202.67	2.50	8	3,892.08	1.84
Omaha & St. Louis.....	5	3,212.76	2.65	3	2,765.34	3.75	8	4,334.70	2.50	2	1,605.00	2.42	6	4,619.50	2.46
Sioux City & Northern.....	1	4,984.15	2.16	4	4,239.55	3.25	12	4,800.40	1.86	4	3,107.45	2.71	8	2,761.80	2.17
Tabor & Northern.....	1	527.12	1.67	1	389.50	1.24									
Union Pacific.....	10	7,420.88	2.22	7	7,303.20	3.50	14	9,378.23	2.18	11	6,744.20	1.99	7	5,222.17	2.27
Wabash.....	6	869.47	2.50	4	707.16	3.80	8	686.94	2.24	2	287.70	2.85	13	917.69	2.12
Winona & Western.....	2	1,275.26	2.03	1	810.42	1.97	2	810.42	1.29	3	2,800.30	2.97	3	1,885.15	2.00
NARROW GAUGE ROADS.	2	2,691.45	2.89	4	3,295.53	2.65	7	4,158.22	1.99	4	1,517.30	1.93	24	2,521.50	1.87
Burlington & Northwestern	3	1,268.75	1.30	5	2,035.85	1.94	5	807.50	1.16						
Burlington & Western.....	3	1,268.75	1.30	5	2,035.85	1.94	5	807.50	1.16						
Des Moines & Kansas City.....	1,456	\$1,006,273.33		1,013	\$1,027,106.27		2,004	\$1,255,076.24		1,275	\$789,467.56		1,473	\$327,093.01	
Total.....															

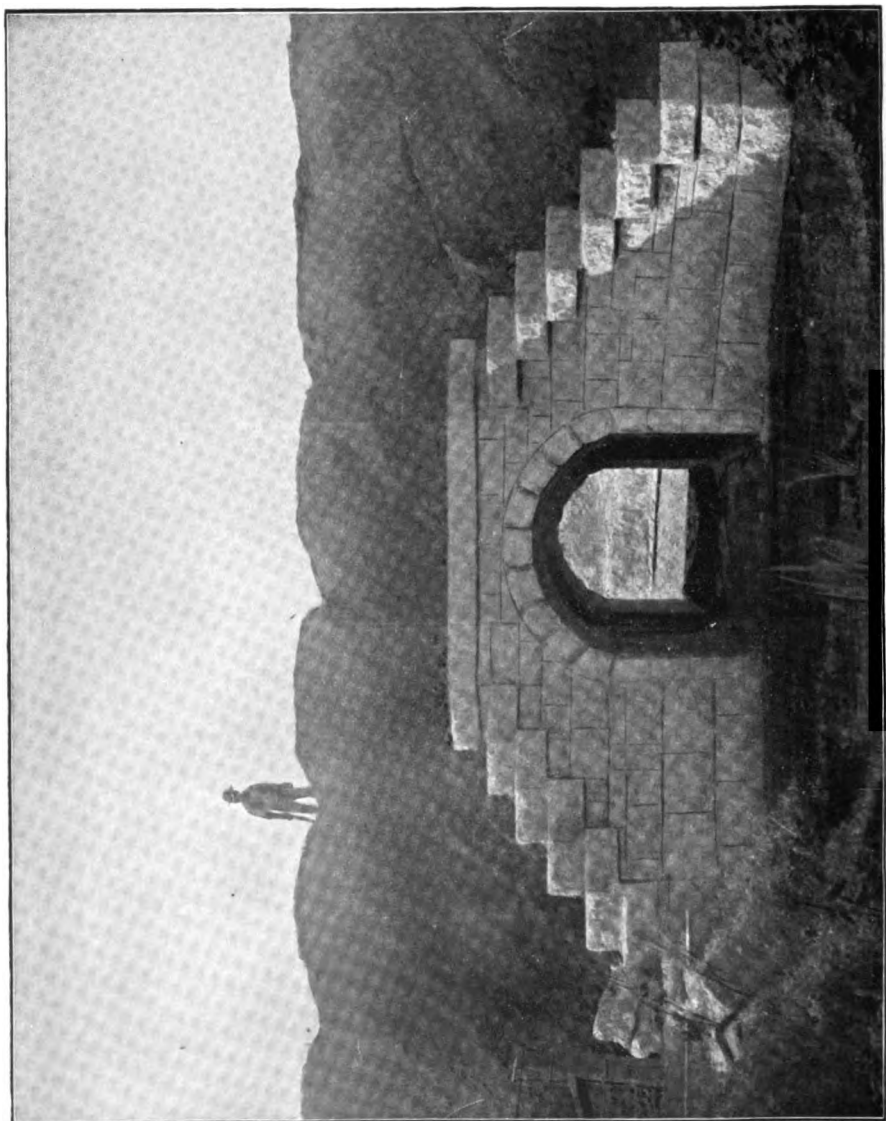
TABLE XLII—EMPLOYEES AND SALARIES—STATE OF IOWA—CONTINUED.

RAILROADS.	OTHER SHOPMEN.			SECTION FOREMEN.			OTHER TRACKMEN.			SWITCHMEN, FLAGMEN AND WATCHMEN.			TELEGRAPH OP'LTRS AND DISPATCHERS.		
	Number.	Tot. year-ly com-pensat'n.	Av. daily compen-sation.	Number.	Tot. year-ly com-pensat'n.	Av. daily compen-sation.	Number.	Tot. year-ly com-pensat'n.	Av. daily compen-sation.	Number.	Tot. year-ly com-pensat'n.	Av. daily compen-sation.	Number.	Tot. year-ly com-pensat'n.	Av. daily compen-sation.
Ames & College.	1	\$ 344.00	.98	1	\$ 344.00	.98	16	\$ 4,299.70	\$1.10	11	\$ 8,101.20	43.08	1	\$ 390.00	\$1.15
Albia & Centerville.	4	2,040.00	1.62	4	2,280.00	1.58	82	14,185.80	.82	11	8,101.20	43.08	4	2,370.00	1.65
Atchison, Topeka & Santa Fe	233	\$ 92,293.20	\$1.09	4	2,280.00	1.58	82	14,185.80	.82	11	8,101.20	43.08	4	2,370.00	1.65
Boone Valley, Cedar Rapids & N.	388	193,784.00	1.60	170	93,075.00	1.51	683	296,370.00	1.25	75	52,650.00	2.25	104	63,869.44	2.03
Burlington & Quincy	921	413,828.16	1.45	192	90,960.00	1.41	499	172,407.94	1.79	157	102,148.25	1.79	14	59,742.00	1.77
Chicago, Burlington & Quincy	24	13,221.12	1.76	12	6,558.32	1.46	44	15,011.48	1.09	2	1,533.70	2.45	4	2,340.16	1.94
Kansas City, St. Joe & O. B.	22	18,033.40	1.90	9	4,763.35	1.53	12	4,744.28	1.13	5	3,802.95	2.43	2	1,430.80	1.96
St. Louis, Keokuk & N. W.	4	2,113.75	1.62	4	4,980.00	1.51	20	7,778.75	1.23	10	3,445.30	1.10	1	27,470.00	1.68
Chicago, Ft. Madison & D. M.	131	112,722.12	2.30	76	42,210.00	1.55	230	107,973.02	1.24	36	20,414.60	2.31	45	133,760.40	2.07
Chicago Great Western	648	347,023.04	1.71	264	157,668.75	1.94	131	332,604.28	2.21	281	177,426.38	2.02	214	84,921.20	2.28
Chicago, Milwaukee & St. P.	107	535,588.24	1.68	104	163,472.82	1.78	805	333,716.54	1.77	157	73,335.70	2.41	90	77,340.36	2.25
Chicago, Rock Island & Pac.	687	332,523.53	1.53	223	122,422.62	1.70	847	341,002.53	1.21	188	138,233.32	2.06	7	4,300.00	2.18
Chicago & North-Western.	178	92,759.20	1.36	14	7,200.00	1.64	54	20,519.10	1.32	13	10,853.94	2.06	5	2,700.00	1.73
Chicago, St. Paul, Minn. & O.	1	518.55	1.42	25	13,320.00	1.30	87	28,047.84	1.25	24	10,667.47	2.14	8	3,223.83	1.31
Sioux City & Pacific.	1	2,014.49	1.45	100	50,517.48	1.69	687	104,843.93	1.77	10	3,441.32	1.95	51	31,460.43	2.32
Crooked Creek.	175	89,096.83	1.82	100	50,517.48	1.69	687	104,843.93	1.77	10	3,441.32	1.95	51	31,460.43	2.32
Des Moines, North & Western	14	5,697.68	1.32	1	8,094.00	1.48	30	8,764.18	1.24	30	13,098.70	1.52	2	1,632.00	2.08
Dubuque & Sioux City.	11	58,369.50	1.91	15	41,821.14	1.59	293	72,359.02	1.26	30	19,967.31	2.19	24	9,540.09	1.19
Des Moines Union.	107	58,886.06	1.70	85	41,821.14	1.59	293	72,359.02	1.26	30	19,967.31	2.19	24	9,540.09	1.19
Hamilton & Shenandoah.	43	17,573.50	1.56	13	6,981.08	1.50	49	11,238.43	1.36	4	2,157.82	1.96	10	4,409.15	1.40
Iowa Northern.	13	5,364.26	1.36	14	7,110.00	1.88	71	9,767.70	1.10	1	1,020.00	2.78	12	860.00	1.41
Keokuk & Western.	17	10,475.90	1.97	27	14,610.00	1.73	61	21,002.30	1.10	4	3,000.00	2.28	14	6,780.00	1.42
Mason City & Ft. Dodge.	16	8,024.74	1.48	12	5,340.00	1.33	27	9,388.40	1.10	5	4,300.00	2.41	4	2,460.00	1.68
Minneapolis & St. Louis.	23	13,118.45	2.09	12	6,179.50	1.64	52	10,762.77	1.25	8	3,116.60	1.35	4	1,548.45	1.52
Omaha & St. Louis.	1	460.00	1.46	4	460.00	1.46	4	914.09	1.15	13	8,469.00	2.11	7	4,260.36	2.00
Sioux City & Northern	30	16,231.56	1.72	8	4,645.25	1.79	32	11,460.87	1.16	13	8,469.00	2.11	7	4,260.36	2.00
Tabor & Northern.	9	882.15	1.65	4	2,076.00	1.75	9	3,044.19	1.80	2	102.00	1.54	1	144.00	2.26
Union Pacific.	13	6,280.05	1.50	8	5,556.25	2.21	23	8,305.80	1.15	1	614.55	1.96	2	1,181.70	3.76
Winona & Western	12	735.45	1.50	12	5,983.35	1.62	20	7,228.05	1.15	1	444.25	1.53	2	504.85	2.26
NARROW GAUGE ROADS.	17	3,568.15	1.43	19	4,615.14	1.33	162	5,302.16	1.11	2	240.95	1.49	2	504.75	1.13
Burlington & Northwestern.	2														
Burlington & Western.	2														
Des Moines & Kansas City.	3,942	\$1,971,694.08	.....	1,566	\$536,996.82	.....	5,980	\$1,995,243.84	.....	1,001	\$ 676,128.32	.....	809	\$515,847.47	.....
Total.	3,942	\$1,971,694.08	.....	1,566	\$536,996.82	.....	5,980	\$1,995,243.84	.....	1,001	\$ 676,128.32	.....	809	\$515,847.47	.....

TABLE XLIII—EMPLOYEES AND SALARIES—STATE OF IOWA—CONTINUED.

RAILROADS.	ALL OTHER EMPLOYEES AND LABORERS.			TOTAL, INCLUDING GENERAL OFFICERS.			TOTAL, EXCLUDING GENERAL OFFICERS.			DISTRIBUTION OF SAME.			
	Number	Total yearly compensation.	Av. daily comp'n.	Number	Total yearly compensation.	Av. daily comp'n.	Number	Total yearly compensation.	Av. daily comp'n.	General administration.	Maintenance of way and structures.	Maintenance of equipment.	Conducting transportation.
Amer & College	1	\$ 240.00	.65	4	1,783.10	1.22	4	1,783.10	1.22				\$ 2,047.90
Albia & Centerville	3	803.20	.73	27	9,134.49	1.19	27	9,134.49	1.19				306,721.36
Atchison, Topeka & Santa Fe	63	19,856.76	1.66	744	389,534.52	2.22	744	389,534.52	2.22	\$ 11,162.16	\$ 7,086.59	\$ 149,185.20	
Boone Valley	110	67,288.20	1.96	2,775	1,611,872.99	1.85	2,753	1,555,219.28	1.81	113,346.24	455,313.94	538,282.50	484,980.31
Burlington, Cedar Rapids & N	72	31,592.61	1.55	1,107	1,884,810.88	1.63	3,560	1,841,519.28	1.60	49,267.60	388,168.87	576,818.35	840,556.04
Chicago, Burlington & Quincy	72	2,957.85	1.35	110	70,006.79	1.83	110	70,006.79	1.83	15,362.84	22,219.01	13,221.12	54,643.95
Chicago, Burlington & Kan. City	2	1,045.42	1.67	103	50,326.53	1.49	103	50,326.53	1.49	10,429.01	9,007.53	22,692.91	14,856.40
Kansas City, St. Jo. & Council Bl	2	2,785.70	1.78	86	48,859.44	1.71	86	48,859.44	1.71	6,311.50	12,758.75	3,254.45	18,859.00
St. Louis, Keokuk & Northwestern	5			64	36,618.00	1.70	61	32,628.00	1.59				14,293.30
Chicago, Ft. Madison & Des M.				28	13,381.17	1.83	26	11,349.17	1.83				13,381.17
Chicago, Iowa & Dakota	122	77,387.37	1.73	1,241	8,626,250.58	1.83	1,241	8,626,250.58	1.83	204,557.68	293,638.67	293,638.67	418,024.23
Chicago, Great Western	1,164	638,128.90	1.75	5,669	3,480,036.15	1.91	5,661	3,435,036.15	1.93	164,341.03	804,214.98	521,413.63	1,089,058.81
Chicago, Milwaukee & St. Paul	117	95,090.52	2.60	2,901	4,723,658.04	1.91	2,901	4,723,658.04	1.91	474,085.80	296,019.32	953,512.62	474,085.80
Chicago, Rock Island & Pacific	243	137,674.33	1.81	4,476	2,762,376.54	1.97	4,474	2,755,776.54	1.97	16,037.50	684,655.30	297,217.68	1,764,416.16
Chicago & North-Western	38	20,531.99	1.72	309	292,594.87	2.02	309	292,594.87	2.02		50,648.72	50,648.72	101,297.43
Chicago, St. Paul, Minn. & O	8	4,033.83	1.61	503	301,136.75	1.91	503	301,136.75	1.91	35,590.35	101,098.79	164,447.61	
Sioux City & Pacific				13	6,169.07	1.67	12	5,882.40	1.76	785.67			3,384.66
Crooked Creek				215	122,228.52	1.71	208	113,156.93	1.63	16,188.80	56,694.35	49,355.87	
Des Moines Northern & Western	7	4,604.24	2.05	215	122,228.52	1.71	208	113,156.93	1.63	16,188.80	56,694.35	49,355.87	
Dubuque & Sioux City	294	118,732.43	1.51	2,143	1,027,708.59	1.84	2,131	999,450.98	1.81	88,331.97	242,458.66	106,385.62	402,532.34
Des Moines Union	*28	12,534.32	1.50	166	80,981.59	1.80	164	78,181.59	1.56	3,670.00	8,454.70	8,263.79	60,503.10
Humeston & Shenandoah				1,123	63,944.05	1.86	1,117	56,890.85	1.73	6,733.20	24,510.97	11,245.02	20,424.86
Iowa Central	63	34,511.70	2.18	1,123	553,006.90	1.92	1,112	522,607.19	1.84	69,518.70	130,739.78	110,381.64	242,366.78
Louis Northern				12	6,547.50	1.60	11	5,947.50	1.59	600.00	2,887.50		3,060.00
Louis & Western	3	1,273.09	1.62	237	118,242.28	1.77	230	105,514.38	1.69				18,611.48
Mason City & Ft. Dodge	1	1,600.00	4.10	143	57,989.47	1.67	144	51,897.84	1.56	8,301.28	20,417.50	10,659.21	17,965.00
Minneapolis & St. Louis	14	8,769.50	2.00	245	171,884.20	2.16	248	145,843.20	1.90	38,786.00	44,402.80	16,700.00	34,706.15
Omaha & St. Louis				126	63,466.71	1.80	121	61,918.71	1.81	11,307.42	14,738.40	8,624.74	20,424.86
Sioux City & Northern	20	9,949.15	1.62	233	108,078.22	1.97	228	98,003.22	1.85	22,953.20	19,704.07	16,396.90	4,015.05
Union & Northern				16	3,389.07		9	3,389.07			1,374.00		2,014.88
Union Pacific	15	11,095.05	2.45	290	129,339.88	2.06	199	135,941.73		9,000.84	22,989.28	24,074.85	73,324.91
Winona & Western	9	428.12	1.60	89	16,415.39	1.94	85	15,375.39	1.88	1,316.00	6,229.80	2,269.96	6,599.53
XARROW & CAROR ROADS.													
Burlington & Northwestern	5	2,287.80	2.09	85	40,183.94	1.65	83	38,950.69	1.62	3,101.19	16,148.85	10,965.50	9,968.40
Burlington & Western	8	2,623.15	2.08	91	45,699.84	1.70	89	43,743.09	1.69	4,446.56	18,927.55		22,135.73
Des Moines & Kansas City	3	210.60	1.35	289	32,226.43	1.41	289	32,226.43	1.41				
Total	2,438	\$1,312,303.13		28,165	\$15,788,185.96		28,033	\$15,788,185.96		\$ 645,647.86	\$3,825,892.40	\$3,207,647.97	\$8,221,334.75

* On account floating equipment.



**CHICAGO GREAT WESTERN RAILWAY.
Standard Arch Culvert.**

TABLE XLIV—EMPLOYES AND SALARIES—ENTIRE LINE.

RAILROADS.	TOTAL, INCLUDING GENERAL OFFICERS.			TOTAL, EXCLUDING GENERAL OFFICERS.			DISTRIBUTION OF SAME.			
	Number	Total yearly compensation.	Av. daily comp'n.	Number	Total yearly compensation.	Av. daily comp'n.	General administration.	Maintenance of way and structures.	Maintenance of equipment.	Conducting transportation.
Ames & College.....	4	\$ 1,783.10	\$ 1.22	4	\$ 1,783.10	\$ 1.22				\$ 1,783.10
Albia & Centerville.....	27	9,134.49	1.19	27	9,134.49	1.19				2,047.90
Atchison, Topeka & Santa Fe.....	17,245	9,290,144.04	2.05	17,180	8,943,658.80	1.99	\$ 972,357.72	\$ 2,210,760.00	\$ 1,853,883.00	\$ 4,262,167.32
Boone Valley.....										
Burl. Cedar Rapids & N.....	3,030	1,746,818.98	1.85	3,008	1,690,146.58	1.80	113,345.24	508,298.99	587,311.30	530,362.45
Chicago, Burl. & Quincy.....	17,996	10,917,620.46	1.84	17,866	10,437,583.43	1.77	1,085,081.48	2,958,296.90	2,463,191.22	5,001,650.86
Chicago, Burl. & O.....	244	130,694.07	1.58	243	127,479.08	1.52	10,477.84	32,783.56	1,800.00	66,232.68
Kansas City, St. Jo. & C. B.....	1,349	737,572.59	1.77	1,340	705,705.42	1.71	63,613.03	229,383.20	84,022.32	390,555.04
St. L., Keokuk & N. W.....	1,114	684,246.82	1.80	1,100	666,182.48	1.76	53,620.90	191,109.36	19,750.20	419,700.36
Chicago, Ft. Madison & D. M.....	64	36,618.00	1.70	61	32,028.00	1.59	6,311.50	12,758.75	3,354.45	14,393.30
Chicago, Iowa & Dakota.....	88	13,531.17		86	11,349.17					
Chicago Great Western.....	2,620	1,812,764.28	1.86	2,600	1,736,364.88	1.84	159,742.30	410,723.12	407,277.84	535,021.72
Chicago, Milwaukee & St. P.....	20,245	12,400,023.03	1.96	20,216	12,208,164.82	1.95	889,952.24	2,872,196.37	1,862,191.84	7,130,602.88
Chicago, Rock Island & Pac.....	10,510	16,308,943.64	1.97	10,510	16,283,243.72	1.95	417,018.84	1,546,427.32	1,255,450.12	3,149,947.36
Chicago & North-Western.....	21,120	13,441,818.65	1.79	21,092	12,952,418.08	1.96	681,044.46	2,865,723.92	1,657,492.93	7,829,269.14
Chicago, St. P., Minn. & O.....	4,267	2,823,600.62	2.09	4,255	2,718,515.71	2.02	131,495.69	588,511.55	480,638.07	1,925,325.61
Sioux City & Pacific.....	592	361,123.13	1.89	575	345,160.17	1.92	17,421.25	46,617.26	101,095.79	155,387.84
Crooked Creek.....	13	6,169.07	1.67	12	5,882.40	1.76	786.67	1,987.84		3,894.56
D. M. Northern & Western.....	213	122,238.32	1.71	208	113,136.93	1.63	16,188.80	56,694.36	49,355.37	43,355.37
Dubuque & Sioux City.....	2,180	1,045,767.25	1.83	2,168	1,016,009.66	1.79	88,331.97	252,009.63	196,385.62	560,046.07
Des Moines Union.....	166	80,941.69	1.60	164	78,181.59	1.56	3,670.00	8,454.70	8,269.79	60,593.10
Humeston & Shenandoah.....	129	62,944.05	1.86	117	56,890.85	1.73	6,733.40	24,510.91	11,245.02	20,424.86
Iowa Central.....	1,375	704,961.80	1.89	1,363	672,552.09	1.82	72,754.70	167,761.05	127,624.04	336,813.01
Iowa Northern.....	12	6,347.50	1.60	11	5,947.50	1.59	600.00	2,887.50		3,060.00
Keokuk & Western.....	301	173,144.29	1.77	304	163,424.37	1.69	19,696.54	41,227.62	37,790.50	76,130.63
Mason City & Ft. Dodge.....	148	57,989.47	1.67	144	61,867.84	1.56	30,128.20	20,417.50	10,650.21	18,611.48
Minneapolis & St. Louis.....	1,125	720,116.47	2.11	1,106	690,672.47	1.95	105,032.00	176,256.30	123,841.15	324,984.02
Omaha & St. Louis.....	297	170,316.98	1.99	292	154,066.88	1.84	24,777.00	58,169.27	21,130.71	71,240.00
Sioux City & Northern.....	250	115,962.80	1.83	254	105,887.30	1.81	22,653.20	29,538.25	16,295.90	53,254.25
Tabor & Northern.....	16	3,889.07		9	3,834.07			1,374.09		2,014.98
Union Pacific.....										
Wabash.....	8,005	5,175,595.27	2.06	7,973	5,033,669.44		360,033.60	919,371.14	982,993.79	2,942,968.74
Winona & Western.....	157	82,676.72	1.94	153	76,876.76	1.88	6,579.96	31,449.36	11,449.76	32,997.64
NARROW GAUGE ROADS.										
Burlington & Northwestern.....	85	40,183.94	1.65	83	38,950.89	1.62	3,101.19	16,148.85	10,965.50	9,968.40
Burlington & Western.....	91	45,609.84	1.70	89	43,743.09	1.69	4,446.56	18,927.55		22,135.73
Des Moines & Kansas City.....	122	21,650.77	1.41	120	20,312.57	1.35	2,456.03	8,221.01	3,623.49	8,850.24
	314	33,988.16	1.41	314	33,988.16	1.41	2,672.38	14,709.75	5,257.45	11,348.58
Total.....	115,439	\$69,220,504.37		114,905	\$67,278,848.03		\$5,057,868.46	\$15,767,173.31	\$12,303,815.21	\$26,075,296.22

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XLV—BRIDGES, CULVERTS, CATTLE GUARDS, ETC., IN IOWA

RAILROADS.	WOODEN TRUSSES OVER 100 FEET IN LENGTH.		COMBINATION TRUSSES OVER 100 FEET IN LENGTH.		IRON AND STEEL TRUSSES OVER 100 FEET IN LENGTH.		IRON AND STEEL TRUSSES UNDER 100 FT. IN LENGTH.		WOODEN TREESTYLE AND PILE.		IRON TREESTYLE.		ARCH CULVERTS AND VIADUCTS.	BOX CUL- VERTS.		Cattle Guards.
	Number.	Aggregate length.	Number.	Aggregate length.	Number.	Aggregate length.	Number.	Aggregate length.	Number.	Aggregate length.	Number.	Aggregate length.		Timber.	Stone, sew- er or iron pipe.	
Ames & College.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Albia & Centerville.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Archison, Topeka & Santa Fe.....	2	233	1	100	1	918	1	50	15	2,321	.....	.....	14	61	.....	91
Beone Valley.....	.....	.....	.....	.....	.....	.....	.....	.....	17	2,233	.....	.....	.....	16	.....	17
Burlington, Cedar Rapids & N.....	.....	.....	.....	.....	.....	.....	.....	.....	4	60	.....	.....	.....	7	.....	4
Chicago, Burlington & Quincy.....	20	3,563	25	5,563	13	2,817	53	1,813	613	47,703	.....	.....	81	703	1,323	1,793
Chicago, Burlington & O.....	8	1,629	4	533	40	9,100	112	3,602	598	89,934	7	304	2	1,032	416	1,630
Kansas City, St. Joe & C. B.....	.....	.....	.....	.....	.....	.....	.....	.....	116	10,879	1	1,973	.....	141	6	138
St. Louis, Keokuk & N. W.....	.....	.....	.....	.....	.....	.....	.....	.....	63	8,453	2	65	.....	4	.....	86
Chicago, Ft. Madison & Des M.....	2	593	1	906	.....	.....	.....	.....	60	5,593	.....	.....	.....	203	1	55
Chicago, Iowa & Dakota.....	.....	.....	.....	.....	.....	.....	.....	.....	80	8,504	.....	.....	.....	60	.....	178
Chicago, Great Western.....	.....	.....	.....	.....	.....	.....	.....	.....	28	946	.....	.....	.....	.....	.....	.....
Chicago, Milwaukee & St. Paul.....	70	10,729	15	164	15	150	2	98	526	74,996	.....	.....	.....	677	54	583
Chicago, Rock Island & Pacific.....	.....	.....	.....	.....	.....	.....	.....	.....	2,768	170,990	5	2,615	.....	1,030	290	2,633
Chicago & North Western & Pacific.....	9	1,517	14	3,295	52	3,304	86	2,768	2,768	170,990	.....	.....	.....	1,030	290	1,932
Chicago, St. Paul, Minn. & O.....	.....	.....	.....	.....	.....	.....	.....	.....	1,933	85,894	.....	.....	.....	645	145	1,406
St. Louis & Pacific.....	.....	.....	.....	.....	.....	.....	.....	.....	1,237	132,976	.....	.....	.....	.....	.....	.....
Crooked Creek.....	4	350	2	240	1	186	.....	.....	137	6,400	.....	.....	.....	4	18	136
Des Moines Northern & Western.....	.....	.....	.....	.....	.....	.....	.....	.....	14	4,402	.....	.....	.....	10	.....	169
Duquesne & Sioux City.....	12	2,186	1	366	2	373	1	52	153	9,577	1	1,541	.....	143	.....	374
Des Moines Union.....	.....	.....	.....	.....	.....	.....	.....	.....	703	57,634	.....	.....	.....	249	136	363
Humeston & Shenandoah*.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Central.....	7	932	.....	.....	6	773	14	1,131	584	48,633	.....	.....	3	619	9	590
Iowa Northern.....	.....	.....	.....	.....	.....	.....	.....	.....	9	1,712	.....	.....	.....	.....	.....	12
Keokuk & Western.....	1	124	1	932	81	6,666	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Mason City & Ft. Dodge.....	2	482	.....	.....	.....	.....	.....	.....	87	8,444	.....	.....	.....	119	82	187
Minneapolis & St. Louis.....	1	360	.....	.....	.....	.....	.....	.....	104	10,063	.....	.....	.....	139	115	.....
Omaha & St. Louis.....	3	339	.....	.....	.....	.....	.....	.....	186	12,141	.....	.....	.....	83	1	108
St. Louis & Northern.....	.....	.....	.....	.....	.....	.....	.....	.....	114	19,122	.....	.....	.....	99	.....	76
Tabor & Northern.....	.....	.....	.....	.....	.....	.....	.....	.....	12	1,066	.....	.....	.....	13	.....	27
Union Pacific.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Winona & Western.....	6	1,061	1	637	1	637	.....	.....	241	20,128	.....	.....	.....	116	8	116
Winona & Western.....	.....	.....	.....	.....	.....	.....	.....	.....	1	76	.....	.....	.....	17	.....	.....
Marion & Northwestern.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern.....	.....	.....	.....	.....	.....	.....	.....	.....	80	2,096	.....	.....	.....	9	44	156
Burlington & Western.....	.....	.....	.....	.....	.....	.....	.....	.....	26	7,158	.....	.....	.....	.....	.....	.....
Des Moines & Kansas City.....	4	743	.....	.....	3	496	1	.....	130	9,176	.....	.....	.....	297	37	306
Total.....	193	14,188	63	14,488	281	60,644	271	13,601	10,616	868,970	16	6,400	21	7,399	2,843	13,746

* Included in report of Chicago, Burlington & Quincy.

TABLE XLVI.—RENEWAL OF BRIDGES, CULVERTS AND SUPERSTRUCTURE IN IOWA.

RAILROADS.	Amount of timber used in renewal of wooden bridges during year.	Lineal feet of tres- sies replaced dur- ing the year.	TIMBER CUL- VERTS REPLACED.			No. of yrs. trestle and pile bridges last in Iowa.	No. of yrs. wooden truss bridges last in Iowa.	TRACK SECTIONS.			NEW TIES LAID IN IOWA.			NEW STEEL RAILS LAID DURING YR.		Track laid with new rails during yr. in Ia.—miles.	Main line.	Branches.	AV. YEARS RAILS LAST IN IOWA.	Average years in Iowa.
			With stone.	With sewer pipe.	With iron pipe.			No. in Iowa.	Average length. h.	Av. number of men in each.	Number.	Av. per mile.	Av. price of each, cts.	Tons.	Miles.					
Ames & College.	13,004					8	10	4	6.00	4	250	10	40				10			
Albia & Centerville.	15,233					7	7	4	5.00	7	8,559	431	40				11			
Aitchison, Topeka & S. Fe.																				
Boone Valley.	340,512	2,109	1	116	28	12	12	160	6.00	4	109,618	346	40	4,453			12	15		
Burl., Cedar Rapids & N.	1,075,374	3,854				10	20	177	5.00	4	242,679	336	35	4,307	38.20		8	15		
Chicago, Burl. & Quincy.		358		9	6	10	18	11	5.00	2	26,091	336	37				20			
Chicago, Burl. & K. O.		68				10	20	9	5.50	2	14,205	280	37	6	.12		16			
St. Louis, Keokuk & N.W.						3		3	9.00	3	5,145	92	35				13	25		
Chicago, Ft. Mad. & D. M.	3,000	222	2					73	6.37	5	4,650	50	50							
Chicago, Iowa & Dakota.	5,309		9			7	12	236	6.50	4	224,707	483	40	2,370	24.45		13	18		
Chicago, Great Western.	1,100,000	5,998				2	9	180	6.00	6	596,105	364	32	6,294	28.70		9	14		
Chicago, Mll. & St. Paul.		6,615	15			10	10	225	5.00	5	238,037	242	45	4,321	30.69		13			
Chicago, Rock Island & P.	2,070,946	3,896				10	10	12	9.00	4	281,503	242	45	8,217	65.37		10	15		
Chicago & North-Western						10	10	14	5.75	4	15,096	435	51				12			
St. Louis, St. P., M. & O.	39,987	62				10	12	14	7.00	4	7,006	87	54							
Sioux City & Pacific.								2	12.00	3	4,040	180	35	50			20			
Crooked Creek.	113,000	80				9		24	6.20	4	25,000	166	46	427	4.11		15			
Des Moines Northern & W.	350,000	822				8		95	6.00	4	145,473	253	63	1,133	7.96		15			
Dubuque & Sioux City.																				
Des Moines Union.	14,389				2				2.70	12	3,696	1,369	50							
Humeston & Shenandoah.	176					8	10	130	5.30	3	12,301	130	32	411	4.80		10	15		
Iowa Central.	588,220	100				10	10	61	7.00	5	119,062	263	38	1,695	11.50					
Iowa Northern.						10	10	1	6.93	6										
Keokuk & Western.	11,466					10	12	13	5.50	4	16,600	229	30							
Mason City & Ft. Dodge.	89,972	326				9	9	14	6.50	4	282	307		16	41					
Minneapolis & St. Louis.			40	15		10	10	27	5.00	2	40,344	135	48	2,506	25.00		10	10		
Omaha & St. Louis.						10	10	12	5.50	3	9,014	432	48							
Sioux City & St. Northern.						11	11	7	7.00	2	33,131	432	42							
Taber & Northern.								1	8.79	4	1,158	132	30		.43					
Union Pacific.																				
Walsh.	171,000	4				9	9	13	6.50	4	17,679	203	40							
Winona & Western.						6	6	4	5.50	2	7,069	301	27				15			
NARROW GAUGE ROADS.																				
Burl. & Northwestern.								6	6.33	4	16,550	427	25	26	30					
Burlington & Western.								11	6.40	2	59,745	420	20	230	2.61					
Des Moines & Kansas O }						8	12	13	6.00	2	2,724	24	37							
											28,472	254	21							
Total	6,713,173	29,994	63	142	144			1,457			2,301,991			36,362	244.65	280.0				

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE XLVII.—HIGHWAY CROSSINGS AND FENCING.

RAILROADS.	HIGHWAY CROSSINGS.						FENCING IN IOWA.				
	At grade.	With gates and flagmen.	Over track.	Under track.	21 feet above track.	Less than 21 feet above track.	Number of miles.	Average cost per rod.	Total cost.	Miles built during year.	Total miles needed to fence track.
Ames & College	30						48				
Albia & Centerville	14		1	2	1		39	\$.60	\$ 7,208.24	13.68	
Atchison, Topeka & Santa Fe											
Boone Valley	1										
Burlington, Cedar Rapids & Northern	1,161	17	5	11	18	5	1,921	1.00	307,433.60	31.33	
Chicago, Burlington & Quincy	832	14	31	47	1	14	146	.96	43,776.00		
Chicago, Burlington & Kansas City	80						94	1.25	37,918.13		
Kansas City, St. Jo. & Council Bluffs	19						63	.68	13,839.30	3.13	
St. Louis, Keokuk & Northwestern	103		2		1		140				
Chicago, Ft. Madison & Des Moines	22		1	3	1		56	.50			2.00
Chicago, Iowa & Dakota	538		6	10		1	889	.67	190,547.31		
Chicago Great Western	1,733	27	36	44	30	6	2,884	.31	288,425.00		100.76
Chicago, Milwaukee & St. Paul	1,090	26	31	41	8	23	1,951				
Chicago, Rock Is. and & Pacific	1,281	21	14	33	4	33	1,959				
Chicago & North-Western	90	8	1		1		123	.75	30,384.00		
Chicago, St. Paul, Minneapolis & O.	102						160	.61	31,488.00	3.00	
Sloux City & Pacific							29	.13			
Crooked Creek							800				
Des Moines Northern & Western	149			4			1,054	.65			
Dubuque & Sloux City	724	9	4	13	3	1					
Des Moines Union	20	10	1								
Humeston & Shenandoah											
Iowa Central	398	2	4	3	4		190	.63	23,335.98		
Lowa Northern	4						816				
Keokuk & Western	87		1	4	1		10				
Mason City & Ft. Dodge	78						73	1.00	23,335.60		
Minneapolis & St. Louis	171		2	4		1	161	.56	23,945.56		3.00
Omaha & St. Louis	81		1			3	124				
Sloux City & Northern	113	4	2		2		154				
Tabor & Northern			1		1		15	.35	1,712.76	.31	
Union Pacific											
Wabash	68						69	.40		5.09	18.30
Winona & Western	24		1	2		1	47				
NARROW GAUGE ROADS.											
Burlington & Northwestern	38			2			33	.66	7,050.43	.51	
Burlington & Western	63						54	.76	13,230.87	1.10	12.00
Des Moines & Kansas City	120						200	.50	20,234.00		
Total	9,316	150	145	227	75	89	13,069		\$1,073,005.78	48.15	136.05

TABLE XLVIII—ROLLING STOCK.

RAILROADS.	NUMBER OF CARS.						LOCOMOTIVES.				PASSENGER CARS.				FREIGHT CARS.		Maximum tonnage hauled by engine if given wt. in Iowa.				
	Passenger.	Bag & re. mail and express.	Parlor and sleeping.	Dining.	Box freight.	Stock.	Platform and coal.	Others.	Total.	Number.	Maximum weight.	Average weight.	Equipped with air brake.	Equipped driver brake.	Max weight—tons.	Av. weight—tons.		With Miller platform and brake.	With air brake.	With auto-coupler.	
Ames & College.	8								25,817	839								514	23,080	2,262	78
Albia & Centerville.									4,708	131	100	70	130	130	34	22	38	1,410	8,155	70	300
Atchison, Top & S. F.	384	143	4	13	13,636	3,121	8,754	763	32,723	888	53	41	888	838	24	23	759	12,566	16,126	230	280
Boone Valley.	38	18			8,532	270	690	156	32,723	888	53	41	888	838	24	23	759	12,566	16,126	230	280
Burlington, Rap. & N.	564	183	3	10	19,604	4,537	9,400	887	32,723	888	53	41	888	838	24	23	759	12,566	16,126	230	280
Chicago, Burl. & O.	3				55				1,813	11	41	36	11	11	23	23	6	84	57	38	73
Chl. Burl. & O.	28	18			775	97	166	226	1,813	11	41	36	11	11	23	23	39	415	184	43	445
K. O. St. Jo. & W.	15	9		1	298	101	168	52	1,557	27	42	27	27	27	45	45	25	127	184	43	445
St. L., K. & W.	1	0			18				38	3	24	24	3	3	12	12	3	35	85	45	180
Chicago, Ft. M. & D. M.	1				2				18	3	24	24	3	3	12	12	3	35	85	45	180
Chicago, Iowa & Dak.	1				2				18	3	24	24	3	3	12	12	3	35	85	45	180
Chicago, Iowa & W.	50	28			3,793	450	534	174	5,070	147	96	74	138	147	38	33	96	1,111	1,351	49	600
Chicago, Min. & St. P.	413	267	60	8	19,141	2,531	5,755	534	28,798	833	70	45	675	675	43	30	768	9,900	13,430	45	250
Chicago, R. I. & Pac.	260	101	84	12	10,401	2,383	2,935	391	16,515	564	66	46	463	463	52	38	456	6,151	10,098	603	905
Chicago & N. W.	631	186	22	9	19,531	2,361	2,935	381	35,677	1,010	109	60	143	143	51	27	893	19,841	20,202	60	900
Chl., St. P. M. & O.	128	64	5		6,743	363	2,063	191	9,563	11	72	72	298	294	50	28	138	6,319	6,219	83	625
St. Paul City & Pacific	4				29	20	46	16	394	13	35	40	12	12	23	23	13	316	332	35	300
Crookston Creek					2				1	1	35	35	1	1	22	22	16	50		70	
Des Moines, N. & W.	10	6			100	60	20	1	211	12	73	69	11	11	27	24	45				
Dubuque & Sioux O.	28	17			137	24	38	7	251	53	108	80	65	65	27	24	45				
Des Moines Union										3	74	67	3	3							
Hum. & Shenandoah																					
Iowa Central	26	5			1,223	36	738	95	2,108	60	61	61	66	60	24	24	31	2	981	65	375
Iowa Northern	1								3	1	25	25	2	2						35	300
Keokuk & Western	9	2			509	155	253	21	948	14	75	70	12	12	27	24	9	239	86	250	300
Mason City & Ft. D.	6	1			38	5	153	3	207	6	39	39	5	5	20	20	6	78	103	39	300
Minneapolis & St. L.	23	16			1,648	70	617	66	2,440	72	38	38	96	17	17	17	45	45	200	818	
Omaha & St. Louis.	5	4			475	21	51	29	575	17	66	45	17	17	14	14	9	450	450	63	510
Sioux City & North n.	6	3			219	98	100	57	483	11	60	52	11	11	15	15	9	450	450	60	400
Sabor & Northern	2	1							3	33	33	33	33	33	43	38	33	1,585	3,246		
Wabash	164	112	50	10	5,766	1,044	5,108	603	13,746	409	90	70	6	6	43	38	289	1,585	3,246		
Winona & Western	4	2			200		94		304	6	40	40	6	6	4	4	4	102	100		
NARROW GAUGE ROADS																					
Burl. & North Western	4	1			97	4	5	7	115		47	43	2	2	13		3			43	
Burlington & Western	3	2			109	22	115	7	238		45	43	4	4	6		5				
Des Moines & K. O.	6	4			91	33	73	2	211	9	43	43	9	9	10		10				
Total.	3,812	1,228	236	63	107,521	18,381	43,417	9,868	188,520	5,183			4,224	4,416			4,379	4,108	83,771	96,610	

* Included in report of Chicago, Burlington & Quincy.

TABLE XLIX—TRAIN MILEAGE, WEIGHT OF TRAINS, ETC.

RAILROADS.	MILES RUN BY TRAINS.										No. of cars in passenger trains.	Net weight of passenger trains.	No. of cars in freight trains.	Net weight of freight trains.	No. tons of freight in train.	No. tons in each car in carload.	No. tons in each car in less than carload.
	Passenger.	Freight.	Switching.	Other car and repair.	Others.	Total.	No. of cars in passenger trains.	Net weight of passenger trains.	No. of cars in freight trains.	Net weight of freight trains.							
Ames & College.	30,156	19,818	.....	1,516	144	51,634	9	48	15	.....	.....	.....	.....	.....	.....	.....	.....
Atchafalpa & Santa Fe.	5,818,879	10,434,118	2,902,497	615,640	1,123,646	20,913,778	6	140	18	374	.....	.....	.....	.....	.....	.....	.....
Burlington, Cedar Rapids & Northern.	1,199,035	2,308,978	457,593	79,517	123,949	4,169,152	2	180	17	170	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Quincy.	7,983,298	11,512,283	.....	.....	.....	18,495,581	2	150	21	190	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Kansas City.	140,615	214,927	.....	.....	.....	355,542	2	75	12	138	.....	.....	.....	.....	.....	.....	.....
Kansas City, St. Joe & Council Bluffs.	847,847	458,431	394,570	50,373	.....	1,539,280	2	115	10	167	.....	.....	.....	.....	.....	.....	.....
St. Louis, Keokuk & Northwestern.	658,770	523,528	263,398	53,445	.....	1,493,280	2	114	24	294	.....	.....	.....	.....	.....	.....	.....
St. Louis, Keokuk & Des Moines.	19,081	25,740	.....	1,586	.....	38,616	2	24	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Iowa & Dakota.	19,870	25,740	.....	.....	.....	45,610	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Great Western.	1,983,508	2,085,940	494,793	120,472	.....	4,534,706	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Milwaukee & St. Paul.	7,783,706	42,586,151	4,035,450	403,991	970,799	28,901,200	5	150	22	290	.....	.....	.....	.....	.....	.....	.....
Chicago, Rock Island & Pacific.	5,703,768	8,108,431	2,028,477	272,966	.....	16,713,646	5	140	13	224	.....	.....	.....	.....	.....	.....	.....
Chicago & North-Western.	9,523,988	16,824,370	7,088,431	401,463	896,567	34,793,861	5	122	19	250	.....	.....	.....	.....	.....	.....	.....
Chicago, St. Paul, Minneapolis & O.	1,916,767	3,063,576	1,236,761	108,287	.....	6,880,863	5	111	14	196	.....	.....	.....	.....	.....	.....	.....
St. Paul & Northern Pacific.	196,273	162,563	81,348	.....	3,544	443,722	5	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Crooked Creek.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines Northern & Western.	180,641	194,633	.....	.....	.....	375,274	2	113	6	149	.....	.....	.....	.....	.....	.....	.....
Dubuque & Sioux City.	861,740	1,366,494	333,637	26,672	.....	2,578,561	4	167	18	235	.....	.....	.....	.....	.....	.....	.....
Des Moines Union.	.....	.....	96,036	.....	.....	96,036	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Humeston & Shenandoah.	60,139	53,723	4,916	5,816	.....	124,446	2	63	13	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Central.	616,080	931,335	224,830	40,924	.....	1,812,609	3	63	19	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Northern.	.....	.....	.....	.....	11,261	11,261	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Keokuk & Western.	137,097	142,675	80,456	3,417	.....	363,645	3	120	5	200	.....	.....	.....	.....	.....	.....	.....
Mason City & Ft. Dodge.	50,367	53,653	.....	.....	.....	104,020	3	79	9	200	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis.	668,047	651,457	.....	20,324	.....	1,320,853	2	79	20	200	.....	.....	.....	.....	.....	.....	.....
Omaha & St. Louis.	43,230	57,977	52,560	2,061	.....	161,821	4	109	14	384	.....	.....	.....	.....	.....	.....	.....
St. Paul & Northern Pacific.	78,100	53,666	24,387	2,352	.....	158,485	3	109	18	384	.....	.....	.....	.....	.....	.....	.....
Tabor & Northern.	12,452	.....	.....	.....	.....	12,452	1	63	.....	.....	.....	.....	.....	.....	.....	.....	.....
Union Pacific.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash.	5,019,857	6,313,793	2,825,987	277,158	.....	13,938,794	4	6	22	.....	.....	.....	.....	.....	.....	.....	.....
Winona & Western.	71,012	71,042	7,150	.....	.....	149,234	2	.....	2	.....	.....	.....	.....	.....	.....	.....	.....
NARROW GAUGE ROADS.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern.	12,914	11,918	10,440	.....	.....	35,186	8	148	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Western.	70,844	87,608	18,440	.....	.....	177,237	4	93	.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines & Kansas City.	38,414	2,131	.....	.....	.....	61,548	2	8	.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines & Kansas City.	51,929	40,836	.....	2,321	.....	95,056	2	.....	9	.....	.....	.....	.....	.....	.....	.....	.....
Total.	50,770,286	78,963,230	22,654,057	3,280,281	3,186,903	138,784,742	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

a July 1 to December 4, 1895. b December 3, 1895, to July 1, 1896.

TABLE L—PASSENGER TRAFFIC, FARE AND COST PER MILE.

RAILROADS.	NUMBER OF PASSENGERS CARRIED.				Average dis- tance carried.	Average amt received from each pas- senger.	FARE PER MILE —CENTS.			Cost of carrying each pas- senger one mile—cts.
	Through.	Local.	Total.	Carried one mile.			Highest.	Average.		
Ames & College.....	446	13,045	13,491	286,566	28	9.54	3	1.5	2.43	2.51
Albia & Centerville.....			2,497,263	202,419,648	90.98	1.75	4	1.6	2.21	
Atchison, Topeka & Santa Fe.....										
Boone Valley.....										
Burlington, Cedar Rapids & Northern.....	152,753	650,549	803,282	34,933,945	43.47	1.12	3.5	2.5	2.57	2.17
Chicago, Burlington & Quincy.....			8,398,945	299,360,068	26	.63			2.2	
Chicago, Burlington & Kansas City.....			134,943	2,862,608	21.21	.63			2.97	
Kansas City, St. Jo. & Council Bluffs.....			515,212	20,726,789	40.24	1.04			2.56	
St. Louis, Keokuk & Northwestern.....			483,712	21,132,111	43.69	.95			2.17	
Chicago, Ft. Madison & Des Moines.....			31,890	589,613	17.6	.51	8	1	2.86	
Chicago, Iowa & Dakota.....			17,147	536,987						
Chicago Great Western.....			1,024,761	39,869,805	38.53	.83	3	.88	2.14	
Chicago, Minneapolis & St. Paul.....	183,292	7,244,322	7,427,614	290,821,497	35.12	.85	3	1	2.38	
Chicago, Rock Island & Pacific.....	197,330	5,040,941	5,238,890	202,597,072	88.67	.81			2.11	.03
Chicago & North-Western.....	330,493	14,948,160	15,278,653	363,592,090	23.79	.49	4	2	2.06	
Chicago, St. Paul, Minneapolis & Omaha.....			1,569,358	70,531,965	41.96	1.12			2.49	2.35
Sioux City & Pacific.....	68,643	121,465	190,108	7,291,490	38.35	.99	3	2	2.57	
Crooked Creek.....			169,000	4,935,143	29	.65	3	.33	2.21	
Des Moines Northern & Western.....	13,138	156,962	620,428	20,393,623	40.93	1.03	3		2.5	
Dubuque & Sioux City.....	36,311	581,117								
Des Moines Union.....										
Humeston & Shenandoah.....										
Iowa Central.....	38,935	484,572	32,850	8,78,969	26	.77	3.5	1.75	2.94	.76
Keokuk & Western.....			523,537	12,976,431	21.8	.61	8	.65	2.49	
Mason City & Ft. Dodge.....		16,395	16,395	54,417	3.33	.10	3.33		3.83	
Minneapolis & St. Louis.....			166,572	3,968,767	23.8	.56	3		2.36	
Omaha & St. Louis.....			58,479	1,170,055	20	.57	4	2	2.87	
Sioux City & St. Louis.....			518,132	19,217,018	35	.73			2.11	
Sioux City & Northern.....	6,638	28,631	35,269	1,472,858	41.76	1.24	3.5		2.97	
Tabor & Northern.....	5,370	20,737	58,097	1,066,190	40.47	1.07	3	2	2	
Union Pacific.....	7,841		7,844		8.79	.33	3.8			
Wabash.....			3,512,042	153,969,979	44.9	.91			2.01	1.83
Winona & Western.....			47,326	1,033,847	21.86	.58	3	1	2.65	
NARROW GAUGE ROADS.										
Burlington & Northwestern.....										
Burlington & Western.....										
Des Moines & Kansas City.....										
Total.....	1,077,815	30,306,874	49,348,000	1,718,798,399						

TABLE LI—FREIGHT TRAFFIC—TONS CARRIED AND RATE PER MILE.

RAILROADS.	TONS OF FREIGHT CARRIED.			Average distance haul in miles.	TONS CARRIED ONE MILE.			AVERAGE RATE PER TON PER MILE.			Average cost per ton per mile to move freight.	Percentage of freight between points in Ia.
	Through.	Local.	Total.		Through.	Local.	Total.	Through.	Local.	Total.		
Ames & College.....	146,421	357	146,778	18	2,614,964	6,243	2,621,207	\$ 0.1277	\$ 0.0606	\$ 0.1283	\$ 0.0038	.01
Albia & Centerville.....	557,730		557,730	254.85			1,421,613,907			0.1028		
Atchison, Topeka & Santa Fe.....	1,521,054	467,785	1,988,839	165.162	281,212,207	67,339,066	348,551,263	0.1083	0.1388	0.115	0.0733	19.92
Boone Valley.....	227,479		227,479	185			1,912,994,150			0.0676		
Burlington, Cedar Rapids & North'n.....	973,830	78,112	1,051,942	89.19			20,289,325			0.121		
Chicago, Burlington & Quincy.....	1,121,460	119.58	1,240,979	76.072			76,072,693			0.1254		
Chicago, Rock Island & Pacific.....	31,876	7,488	39,364	30			134,100,639			0.094		
Chicago, St. Jo & Council Bluffs.....	31,876	7,488	39,364	30			1,798,640			0.0873		
Chicago, St. Paul, Minneapolis & O.....	2,693,449	9,516,606	12,210,055	195.01	619,630,310	1,831,978,678	2,451,608,988	0.0748	0.1074	0.1003		
Chicago, Great Western.....	3,758,888	13,515,891	17,274,779	140.99	853,931,036	1,571,635,781	2,425,566,817	0.034	0.112	0.102	0.0907	22.48
Chicago & North-western.....	312,279	17,007	329,286	45	14,068,018	612,414	14,710,432	0.11	0.0515	0.1118	0.1039	4.21
Chicago, St. Paul, Minneapolis & O.....	218,518	98,180	316,698	42	8,175,747	4,524,988	12,700,735	0.0758	0.17	0.0884		
Crooked Creek.....	46,973	981,389	1,028,362	179.38	13,622,501	168,300,977	181,923,478	0.0923	0.1101	0.1094		
Des Moines, Northern & Western.....	595,297	691,578	1,286,875	135	84,695,130	76,385,948	161,081,078	0.0767	0.1042	0.0898	0.1625	
Dubuque & Sioux City.....	111,941		111,941	4		447,764	447,764		0.0235	0.1164	0.0898	
Des Moines Union.....	212,972	69.82	213,061	26			14,899,895			0.08214		
Hammon & Shenandoah.....	147,236		147,236	95			3,918,093			0.1385		
Iowa Central.....	1,194,819	58.9	1,194,878	58.9			113,099,098			0.1195		
Keokuk & Western.....	116,550		116,550	55.93			6,841,219			0.1685		
Mason City & Fort Dodge.....	203,974	40,670	244,644	8.79	9,248,160	2,275,969	11,524,129	0.1977	0.1614	0.1685	0.0897	16.96
Minneapolis & St. Louis.....	165,304		165,304		53,963		53,963	0.09				
Omaha & St. Louis.....	6,086		6,086									
Sioux City & Northern.....												
Tabor & Northern.....												
Union Pacific.....												
Wabash.....	8,100,710		8,100,710	199			1,316,735,357			0.0696	0.0138	
Winona & Western.....	139,808		139,808	56			7,801,126			0.114		
MAJOR GATON ROADS.....	45,282		45,282									
Burlington & Northwestern.....	58,195		58,195									
Burlington & Western.....	12,655		12,655	55.99			708,518			0.1414		
Des Moines & Kansas City.....	20,140		20,140	56			1,121,940			0.1286		
Total.....	9,496,085	265,235,880	274,731,965		1,796,946,017	2,732,848,498	12,091,907,416					

a July 1 to December 4, 1895. b December 5, 1895, to July 1, 1896.

TABLE LII—CAR MILEAGE.

RAILROADS	MILES RUN.				Total freight car mileage	PERCENTAGE OF EMP- TIES HAULED OF ALL FREIGHT CARS HAUL'D.		SPEED OF TRAINS IN IOWA.	
	BY LOADED FREIGHT CARS.		BY EMPTY FREIGHT CARS.			East and south.	West and north.	Passen- ger.	Freight.
	East and south.	West and north.	East and south.	West and north.					
Ames & College.	17,451	134,104	130,224	1,662	287,441	88.18	1.19	24	10
Albia & Centerville.	75,011,046	71,136,725	28,248,209	31,396,074	205,782,054	28	31	32	19
Boone Valley.									
Burlington, Cedar Rapids & Northern.	17,456,887	13,917,605	3,424,443	7,032,908	41,851,843	16.4	33.63	25	16
Chicago, Burlington & Quincy.		*176,175,372		*67,927,796	244,103,168	32		28	15
Chicago, Burlington & Kansas City.		*1,700,809		*818,001	2,318,510			23	12
Kansas City, St. Jo. & Council Bluffs.		*6,832,110		*1,898,550	8,718,650	21.64		25	13
St. Louis, Keokuk & Northwestern.		*10,449,707		*2,078,003	12,527,713	16.5		23	12
Chicago, Ft. Madison & Des Moines.								23	15
Chicago, Iowa & Dakota.	20,872	17,975	3,505	49,891	92,243			18	16
Chicago Great Western.	17,884,490	14,371,480	3,470,820	6,785,169	42,511,869	16.25	32.07	21	18
Chicago, Milwaukee & St. Paul.	124,626,602	93,878,420	29,833,366	6,622,112	310,930,500	19.31	40.02	30	12
Chicago, Rock Island & Pacific.	56,594,260	51,343,107	15,862,573	21,314,354	145,134,314	21.93	29.34	30	16
Chicago & North-Western.	190,465,570	100,040,576	36,383,570	64,409,587	331,338,703	21.81	39.16	28	13
Chicago, St. Paul, Minneapolis & Omaha.	22,311,401	23,645,854	7,471,577	8,297,269	61,626,431	25.17	25.98	27	16
Sioux City & Pacific.	833,264	648,671	359,578	450,592	2,322,105	30.14	40.99	33	15
Crooked Creek.									
Des Moines Northern & Western.	353,465	460,267	169,361	224,978	1,208,101	32.39	32.83	28	10
Dubuque & Sioux City.	9,705,564	8,225,018	2,169,573	3,836,742	23,987,197	18	32	26	11
Des Moines Union.									
Hameston & Shenandoah.	169,981	240,311	154,339	79,631	644,292	48	25	25	10
Iowa Central.	2,694,748	6,281,483	3,148,140	5,850,027	17,993,401	63.88	48.26	24	10
Iowa Northern.	13,170	13,170	13,170	13,170	100	100	100	10	10
Keokuk & Western.	817,668	831,689	318,550	292,442	2,367,349	28	26	27	10
Mas'n City & Ft. Dodge.	203,954	114,804	41,972	706,802	497,985	42.4		24	14
Minneapolis & St. Louis.	4,161,694	5,637,934	2,148,736	78,065	12,715,276	34.05	11.97	25	12
Omaha & St. Louis.	323,798	299,798	143,212	78,065	814,363	34.67	19.45	30	16
Sioux City & Northern.	372,825	504,937	268,580	92,896	1,239,528	21.79	42.48	27	9
Tabor & Northern.								25	15
Union Pacific.									
Wabash.									
Winona & Western.		96,181,264		44,175,773	140,357,067			26	15
NARROW GAUGE ROADS.								26	12
Burlington & Northwestern.									
Burlington & Western.									
Des Moines & Kansas City.	70,064	60,265	18,183	24,815	188,356	21	36	18	12
	130,209	122,804	70,392	70,331	383,735	36.9	36.4	18	13
Total	464,065,613	683,296,893	133,882,672	330,801,988	1,612,046,105				

* Not separated. a July 1 to December 4, 1893. b December 5, 1893, to July 1, 1896.

TABLE LIII—TONNAGE—ENTIRE LINE.

RAILROADS.	PRODUCTS OF AGRICULTURE.									
	Grain.	Flour.	Other mill products.	Hay.	Tobacco.	Cotton.	Fruits and vegetables.	Grass seed.	Broom corn.	Butter, eggs and cheese.
Anes & College.	32	445		819			13			
Albia & Centerville.	538,566	94,116	34,506	187,804		5,564	159,870			
Achison, Topeka & Santa Fe.										
Boone Valley.										
Burlington, Cedar Rapids & Northern.	596,522	127,961	13,713	75,677			43,245	49,060		17,790
Chicago, Burlington & Quincy.										
Chicago, Burlington & Kansas City.										
Kansas City, St. Jo. & Council Bluffs.										
St. Louis, Keokuk & Northwestern.										
Chicago, Ft. Madison & Des Moines.	4,480	596		3,322	25		178	272		1,369
Chicago, Iowa & Dakota.										
Chicago Great Western.	331,178	145,496	28,790	17,965	58	56,792	123,002	191,646	* 46,881	70,829
Chicago, Milwaukee & St. Paul.	2,630,485	472,528	162,252	153,998	18,499	6,719	108,535	41,197	5,106	80,987
Chicago, Rock Island & Pacific.	1,004,802	128,009	101,439	136,817	6,464	491	278,685			56,468
Chicago & North-Western.	1,810,569	296,438	141,389	245,870		100	42,719			
Chicago, St. Paul, Minneapolis & Omaha.	975,469	272,549	150,514	100,863	276		16,748			969
St. Louis & Pacific.	54,562	8,278	1,798	8,112	224		10			
Sioux City & Pacific.	4,630			53						
Crooked Creek.	83,050	3,589	2,717	9,490	431	1	1,123		* 693	7,718
Des Moines Northern & Western.	845,583	16,170	13,562	30,443			12,699			
Dubuque & Sioux City.										
Des Moines Union.										
Humeston & Shenandoah.	10,308	573	686	3,440			613			615
Iowa Central.	21,459	28,753		15,282			11,084			
Lowa Northern.										
Keokuk & Western.	47,462	2,013	1,091	14,339	321		1,374	2,337		2,790
Mason City & Ft. Dodge.	36,383	1,413	2,214	2,214			283			84
Minneapolis & St. Louis.	291,664	139,767	23,412	15,878			29,033			
Omaha & St. Louis.	46,013	1,033	2,082	2,082			2,338			
Sioux City & Northern.	101,859	8,532	5,145	210			551			316
Tabor & Northern.							802			
Union Pacific.										
Winona & Western.	1,198,092	83,217	118,407	75,782	6,049	21,863	103,313			
Wabash.	73,536	460	30	608			1,276			
NARROW GAUGE ROADS.										
Burlington & Northwestern.										
Burlington & Western.										
Des Moines & Kansas City.	2,435	237	2	437			303			141
	4,553	60	161	2,800			28			256
Total.	10,403,735	1,942,796	793,775	1,056,567	33,238	91,019	941,987	274,508	52,654	198,316

* Other agricultural products. a July 1 to December 4, 1895. b December 5, 1895, to July 1, 1896.

TABLE LIV—TONNAGE—ENTIRE LINE—CONTINUED.

RAILROADS.	PRODUCTS OF ANIMALS.						PRODUCTS OF MINES.					
	Live stock.	Dressed meat.	Other pack- ing house products.	Poultry and game and fish.	Wool.	Hides and leather.	Anthracite coal.	Bituminous coal.	Coke.	Ores.	Stone, sand etc.	Salt.
Ames & College.....	602						169	141,988	21		205	
Albia & Centerville.....	747,271	15,941	37,596	16,846	8,318	8,663	26,515	1,653,151	139,799	425,002	133,449	85,566
Atchison, Topeka & Santa Fe.....												
Boone Valley.....												
Burl., Cedar Rapids & Northern.....	150,729		16,393					285,562			53,089	4,280
Chicago, Burlington & Quincy.....												
Chicago, Burl. & Kansas City.....												
Chicago, St. Jo. & O. Bluffs.....												
Kansas City & O. Bluffs.....												
St. Louis, Keokuk & Northwestern.....	5,347	528	444	485	38	100	78	1,988			1,755	1,433
Chicago, Ft. Mad. & Des Moines.....												
Chicago, Iowa & Dakota.....												
Chicago, Great Western.....	109,332	6,971	4,888	1,029	953	6,070		125,869	655	2,011	17,418	
Chicago, Milwaukee & St. Paul.....	633,638	114,039	68,470	9,037	7,037	36,539	449,918	998,041	214,211	381,229	443,053	61,930
Chicago, Rock Island & Pacific.....	509,288	80,015	65,290		6,584	12,926	141,515	853,263	14,415	95,899	255,902	51,060
Chicago & North-Western.....	700,812	51,665	163,975	21,453	10,036	43,722	523,043	1,379,461	128,789	4,859,438	503,801	61,347
Chicago, St. Paul, Milan. & O.....	126,453	17,508	13,553	4,065	793	2,963	138,076	2 3,922	2,347	18,278	78,060	
Sioux City & Pacific.....	67,881	669	8,627	527	26	651	5,303	46,352	907	148	9,443	2,354
Crooked Creek.....	560			20				16,732	25		5,535	
Des Moines, Northern & West'n.....	18,636	1,446	457	433		27	5,699	91,145	26	1,623	1,329	
Dubuque & Sioux City.....	93,075		9,109	1,253	47	1,358	31,517	130,636	437		31,963	9,880
Des Moines Union.....												
Humeston & Shenandoah.....	7,890											
Iowa Central.....	53,797	163	4,294		3	466	13,117	32,545	1,790		13,696	3,889
Iowa Northern.....								584,003	1,223			
Keokuk & Western.....	22,474	995	978	1,319	183	180	970	53,654	118		1,508	
Mason City & Ft. Dodge.....	3,113					25	1,697	69,650		3,543	639	
Minneapolis & St. Louis.....	28,633	4,914	4,682		613	1,065	21,893	67,703	1,255	11,966	17,435	
Omaha & St. Louis.....	23,180	4,134		361			887	22,839	6,110		697	934
Sioux City & Northern.....	12,354		1,016	58	28	408	5,649	17,390	998	168	9,401	731
Tabor & Northern.....	2,331											
Union Pacific.....												
Wabash.....	344,910	94,849	204,990		5,065	23,410	156,961	1,353,148	30,809	2,610	144,221	
Winona & Western.....	5,504			31	5	224	3,302	16,423			3,326	
NARROW GAUGE ROADS.												
Burlington & Northwestern.....												
Burlington & Western.....												
Des Moines & Kansas City. (a	3,142			30	18	3		1,231			113	239
Des Moines & Kansas City. (b	3,434			89	16	21	603	778			48	532
Total.....	3,683,220	345,847	606,765	57,075	39,733	143,687	1,543,106	8,293,351	541,834	5,803,109	1,331,549	289,154

a July 1 to December 4, 1895. b December 5, 1895, to July 1, 1896

TABLE LV—TONNAGE—ENTIRE LINE—CONTINUED.

RAILROADS.	FOREST PRODUCTS.				MANUFACTURES.						
	Lumber.	Ties, logs and wood.	Telephone and electric light poles.	Petroleum and other oils.	Sugar.	Iron—pig and bloom.	Iron and steel rails.	Other cast-ings and machinery.	Bar and sheet metal.	Cement and lime.	Brick and tile.
Ames & College	663			14							
Albia & Centerville	285,327			90,177	56,237	6,444	19,722	37,152	43,579	26	196,237
Atchison, Topeka & Santa Fe	189,999									21,401	
Boone Valley											
Burlington, Cedar Rapids & Northern											
Chicago, Burlington & Quincy											
Chicago, Burlington & Kansas City											
Kansas City, St. Jo. & Council Bluffs											
St. Louis, Keokuk & Northwestern											
Chicago, Ft. Madison & Des Moines	3,604	613		336	116			2,741	885	1,463	
Chicago, Iowa & Dakota											
Chicago Great Western	115,672		28,579	56,539	6,793	493	4,561	13,082	12,436		21,750
Chicago, Milwaukee & St. Paul	1,131,857	*25,680	†911,801	162,648	57,834	165,296	85,268	60,368	33,040	303,195	183,963
Chicago, Rock Island & Pacific	87,335	18,153		92,138	117,640	24,633	117,872	81,636	100,942	123,548	173,985
Chicago & North-Western	1,184,363	†878,357		169,817	83,261	242,330	38,508	120,414	234,215	180,623	194,040
Chicago, St. Paul, Minneapolis & Omaha	432,681			20,865	18,063	8,624	4,171	23,725	8,181	56,030	
Sioux City & Pacific	85,584	*6,069		2,806	4,100	1,035	1,578	1,391	186	2,523	8,368
Crooked Creek	484	36		5							5,190
Des Moines Northern & Western	31,034			1,063	859	1,028	1,025	1,880		27,410	6,414
Dubuque & Sioux City	84,386			8,903	5,921	429	100	8,368	4,494		2,745
Des Moines Union											
Humeston & Shenandoah	5,644	618		256	4,454	882	4,472	2,256	410	5,893	760
Iowa Central	53,636			7,107							
Iowa Northern											
Keokuk & Western	21,131	7,347	†1,909	666				258		2,877	
Mason City & Ft. Dodge	8,964	†926					43			5,816	
Minneapolis & St. Louis	291,372			11,370			3,303	13,388	5,848	77,985	
Omaha & St. Louis	13,025	4,161	5,643	696	417	4,673	4,992	4,992	1,899	1,695	
Sioux City & Northern	17,467							1,530	20	1,404	
Tabor & Northern											
Union Pacific											
Union Pacific											
Wabash	447,218			71,720	46,869	26,136	10,335	58,660		127,966	
Winona & Western	21,229			71,886	578			491		1,064	
WINONA & NARROW GAUGE ROADS.											
Burlington & Northwestern											
Burlington & Western	1,061	310	765							681	
Des Moines & Kansas City	1,584	208	†17					116		122	
Total	4,749,480	987,100	949,300	697,794	384,156	462,681	240,077	883,432	484,177	933,835	691,066

* Sash, doors, etc. † Other. a July 1 to December 4, 1895. b December 5, 1895, to July 1, 1896.

TABLE LVI.—TONNAGE—ENTIRE LINE—CONCLUDED.

RAILROADS.	MANUFACTURES—CONTINUED.						Total tonnage—entire line.	Originating on this road.	Received from other roads.	
	Agricultural implements.	Wagons, carriages, tools, etc.	Wines, liquors, and beer.	Household goods and furniture.	Merchandise.	Miscellaneous.				
Ames & College	.....	.....	.....	.....	.....	901	146,778	77,991	69,087
Albia & Centerville	.....	.....	.....	.....	.....	1,369	5,578,520	4,054,968	1,624,128
Atchison, Topeka & Santa Fe	17,045	17,242	41,463	56,237	387,480	156,245	.....	.....	.....
Boone Valley	.....	.....	.....	.....	.....	.....	188,555	1,177,607	811,353
Burlington, Cedar Rapids & Northern	69,863	.....	.....	16,794	180,276	.....	10,777,164	.....	.....
Chicago, Burlington & Quincy	.....	.....	.....	.....	.....	.....	970,830	.....	.....
Chicago, Burlington & Kansas City	.....	.....	.....	.....	.....	.....	1,159,480	.....	.....
Chicago, St. Louis & Council Bluffs	.....	.....	.....	.....	.....	.....	57,622	.....	.....
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	.....	.....	2,394	28,948	7,774
Chicago, Ft. Madison & Des Moines	388	60	1,967	425	1,683	.....	1,121,460	.....	.....
Chicago, Iowa & Dakota	.....	.....	.....	.....	.....	.....	39,874	.....	.....
Chicago Great Western	5,440	2,333	7,459	9,470	107,734	138,918	1,376,579	.....	.....
Chicago, Milwaukee & St. Paul	91,474	28,999	226,143	43,398	763,661	788,874	12,210,935	10,715,544	1,494,511	
Chicago, Rock Island & Pacific	41,500	24,553	89,982	41,882	560,108	50,755	6,634,841	.....	.....
Chicago & North-Western	52,645	149,860	212,930	104,502	1,916,908	952,340	17,271,770	14,910,795	2,363,994	
Chicago, St. Paul, Minneapolis & Omaha	21,970	5,901	17,438	18,792	204,613	345,317	3,045,295	2,864,505	641,984	
Sioux City & Pacific	2,120	2,268	1,864	3,391	20,931	7,353	860,295	181,106	198,190	
Grooved Creek	.....	.....	.....	.....	.....	.....	33,657	.....	.....
Des Moines Northern & Western	2,410	691	2,608	2,800	25,775	2,774	336,673	227,332	79,356	
Dubuque & Sioux City	3,844	2,456	3,368	4,363	25,465	84,788	1,063,963	667,306	341,054	
Des Moines Union	.....	.....	.....	.....	.....	.....	.....	.....	.....
Humeston & Shenandoah	230	.....	.....	.....	.....	.....	70,100	.....	.....
Iowa Central	6,860	1,403	4,245	5,913	49,737	2,099	1,116,639	750,916	446,367	
Iowa Northern	.....	.....	.....	.....	.....	.....	111,941	.....	.....
Keokuk & Western	1,097	.....	414	917	12,016	12,907	212,973	178,999	34,373
Mason City & Ft. Dodge	.....	.....	.....	.....	4,148	4,111	147,237	17,013	19,935
Minneapolis & St. Louis	8,477	2,606	7,095	3,633	73,493	49,652	1,194,819	770,425	424,394	
Omaha & St. Louis	1,169	838	866	.....	21,697	1,997	169,000	71,288	97,764
Sioux City & Northern	1,369	188	652	286	8,070	7,380	295,974	137,582	73,692	
Tabor & Northern	.....	.....	.....	.....	.....	.....	6,036	.....	.....
Union Pacific	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash	13,761	10,038	46,794	16,532	444,604	814,688	6,100,711	105,613	33,660	
Winona & Western	775	563	485	894	2,572	4,798	189,343	.....	.....
NARROW GAUGE ROADS.										
Burlington & Northwestern	.....	.....	.....	.....	.....	.....	45,822	.....	.....
Burlington & Western	.....	.....	.....	48	1,631	886	56,125	11,999	654
Des Moines & Kansas City	.....	.....	.....	168	3,447	724	12,653	18,983	1,457
Total	388,024	251,421	610,896	381,306	4,008,314	3,619,171	73,162,287	37,011,604	8,607,699	

a July 1 to December 6, 1895. b December 6, 1895, to July 1, 1896.

TABLE LVII—TONNAGE—STATE OF IOWA.

RAILROADS.	PRODUCTS OF AGRICULTURE.							PRODUCTS OF ANIMALS.								
	Grain.	Flour.	Other mill products.	Hay.	Tobacco.	Cotton.	Fruit and vegetables.	Grass seed.	Broom corn.	Butter, eggs and cheese.	Live stock.	Dressed meat.	Other packing house products.	Poultry game and fish.	Wool.	Hides and leather.
Ames & College.	32	445		312			12				502					
Albia & Centerville.																
Atchison, Topeka & Santa Fe.																
Boone Valley.							42,244	48,914		17,579	150,460		16,393			
Barl., Cedar Rapids & Northern.	574,194	137,259	13,655	15,068												
Chicago, Burlington & Quincy.																
Chicago, Burl. & Kansas City.																
Kansas City, St. Jo. & Council B.																
St. L., Keokuk & Northwestern.	4,480	596		3,322	25		178	272		1,359	5,347	528	444	485	38	160
Chicago, Ft. Madison & Des Moines.																
Chicago, Iowa & Dakota.																
Chicago Great Western.																
Chicago, Milwaukee & St. Paul.																
Chicago, Rock Island & Pacific.																
Chicago & North-Western.	748,614	17,595	14,271	62,863	87		35,771			10,102	241,155	17,373	56,738	3,313	1,678	3,941
Chicago, St. Paul, Minn. & Omaha.	89,419	5,003	5,546	1,430	8	22	1,669				18,024	230	3,909	139	293	136
Sioux City & Pacific.	30,102	2,890	1,931	7,802	224		14,997			496	29,707	564	7,451	494	26	234
Crooked Creek.	4,630	3,599	2,717	32			10				560		457	20		
Des Moines Northern & Western.	88,050	16,170	12,593	9,480	431	1	12,599	*668		7,718	18,636	1,446	457	433	41	1,358
Dubuque & Sioux City.	345,533										93,975	9,100	1,253			
Des Moines Union.																
Humeston & Shenandoah.	10,302	575		3,440			612			615	7,880				3	12
Iowa Central.	209,546	22,199	826	13,119			10,287				47,368	163	2,685			466
Iowa Northern.																
Keokuk & Western.	18,267	729	838	8,307			595			1,510	13,014	992	978	780	33	28
Mason City & Ft. Dodge.	36,382	1,613		2,214			383	2,327		34	3,113					25
Minneapolis & St. Louis.	86,419	13,949	4,421	14,280			3,553				12,230	3,805	310			117
Omaha & St. Louis.	31,346	402		439			2,161				13,579	4,093		133		
Sioux City & Northern.	99,456	8,464					551			316	12,254		1,016	63	28	
Tabor & Northern.							902				2,831					
Union Pacific.																
Wabash.	29,652	2,081	2,960	1,970	151	534	2,683				8,622	2,421	5,125		127	735
Winona & Western.	14,708	92	4	102			255				1,101			6	1	45
NARROW GAUGE ROADS.																
Burlington & Northwestern.																
Burlington & Western.																
{ Burlington & Western.	2,245	287	2	381			248			112	2,485			18	18	2
{ Des Moines & Kansas City.	3,992	48	161	2,800			22			207	2,368			79	16	17
Total.	2,427,402	233,904	59,925	238,414	926	557	130,755	52,181		40,048	685,160	40,733	96,750	5,980	3,619	5,737
a July 1 to December 4, 1895. b December 5, 1895, to July 1, 1896. * Other.																

a July 1 to December 4, 1896. b December 5, 1896, to July 1, 1896. * Other.

TABLE LVIII—TONNAGE—STATE OF IOWA—CONTINUED.

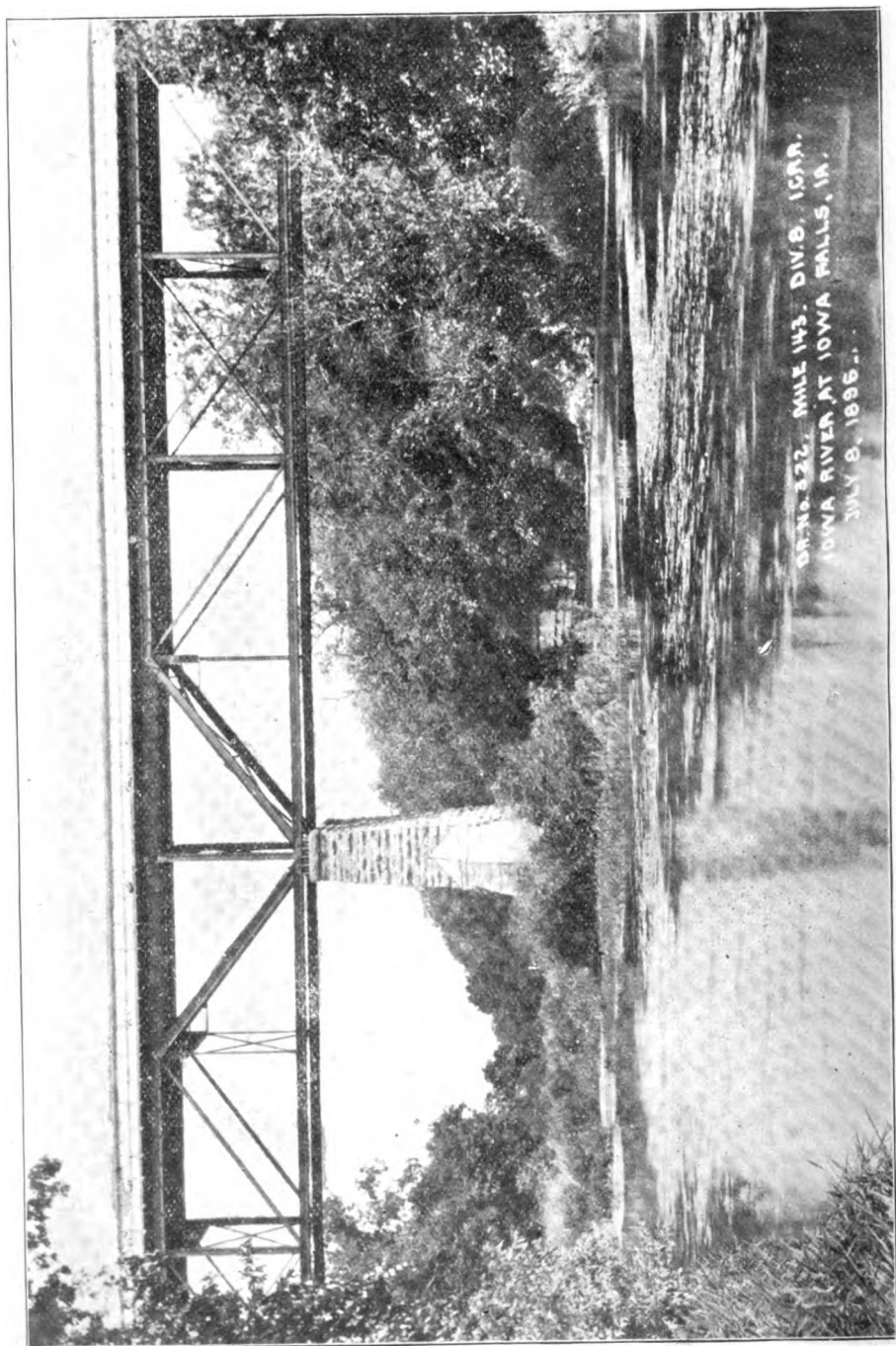
RAILROADS.	PRODUCTS OF MINES.						PRODUCTS OF FORESTS.						MANUFACTURES.					
	Anthracite coal.	Bituminous coal.	Ooke.	Ores.	Stone, sand and other products.	Salt.	Lumber.	Ties, logs and cord-wood.	Telegraph, telephone and elec.	Petroleum and other oils.	Sugar.	Iron—pig and bloom.	Iron and steel rails.	Other cast-ings and machinery.	Bar and sheet metal.			
Ames & College	168	141,888	21		205		683			14				20				
Albia & Centerville																		
Atchison, Topeka & Santa Fe																		
Boone Valley																		
Burlington, Cedar Rapids & N.		281,403			50,986	4,220	198,238											
Chicago, Burlington & Quincy																		
Chicago, Burlington & Kan. O.																		
Chicago, Burlington & N. W.																		
St. Louis, Keokuk & N. W.						1,765	3,804	613		356	116			8,741	325			
Chicago, Ft. Madison & Des M.	78	1,068																
Chicago, Iowa & Dakota																		
Chicago, Great Western																		
Chicago, Milwaukee & St. Paul																		
Chicago, Rock Island & Pacific																		
Chicago & North-Western	10,443	531,026	211	76	29,794	966	139,874	*10,589		5,780	7,490	5,475	310	3,961	7,118			
Chicago, St. Paul, Minn. & O.	757	11,606	201	47	1,890		3,093		1,942	2,071	417	22	523	51	6,187			
Chicago, St. Paul, Minn. & O.	2,233	37,470	825	148	1,907	1,833	33,047	*5,919		1,923	3,680	814	814	1,198	1,111			
Sioux City & Pacific					5,535		494	36		5								
Crooked Creek		15,732	25		1,222	1,239	81,034			1,023	859	1,026	1,026	1,890				
Des Moines Northern & West'n	5,609	91,145	26			9,880	84,386			8,902	5,921	429	100	8,366	4,494			
Dubuque & Sioux City	84,547	130,698	427		32,933													
Des Moines Union																		
Humeston & Shenandoah		22,545			1,780		5,644	618		258								
Iowa Central	11,378	531,171	1,007		13,065	3,201	50,381			6,849	3,915	3,036	4,009	1,673	153			
Iowa Northern		111,941																
Keokuk & Western		52,800	86		1,295		17,337	2,262	1,352					95				
Mason City & Ft. Dodge	1,697	69,650			3,548	669	8,944		926	656			43					
Minneapolis & St. Louis	4,523	37,894		680	1,990		115,497			1,194			17	1,846	76			
Omaha & St. Louis	538	18,861	6,086		617	819	5,330	2,710		5,030	203		4,381	1,508	90			
Sioux City & Northern	5,773	16,886	998	168	9,401	731	17,265			696	417	4,673						
Tabor & Northern																		
Union Pacific																		
Wabash							11,181			1,793	1,172	653	268	1,467	98			
Winona	3,924	33,538	770	65	3,605		4,236			1,177	114							
NARROW GAUGE ROADS.	660	8,284			763													
Burlington & Northwestern																		
Burlington & Western		1,395			113	290	164	298										
Des Moines & Kansas City	603	1,778			48	562	1,359	148	17					109				
Total	38,897	2,124,911	10,787	1,024	162,833	25,301	721,985	28,154	4,293	38,777	24,453	15,302	10,998	24,998	17,593			

* Other forest products. a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

TABLE LIX—TONNAGE—STATE OF IOWA—CONTINUED.

RAILROADS.	MANUFACTURES—CONTINUED.								Miscellaneous.	Total tonnage —Iowa.	Originating on this road.	Received from other roads.
	Cement and lime.	Brick and tile.	Agricultur- al imple- ments.	W a r o n s, carriages, tools, etc.	Wines, li- quors and beer.	Household goods and furniture.	Merchandise.					
Ames and College.	26			6		163	1,369	901	146,778	76,691	69,087	
Albia & Centerville.									21,593			
Atchison, Topeka & Santa Fe.												
Boone Valley.				63,816		16,574	120,274	134,743	1,984,036	983,336	980,840	
Burlington, Cedar Rapids & Northern.	21,382								c 4,114,061			
Chicago, Burlington & Quincy.									c 97,333			
Chicago, Burlington & Kansas City.									c 199,759			
Chicago, Burlington & Council Bluffs.									c 253,336			
Kansas City, St. Joe & Northwestern.									c 39,374			
St. Louis, Keokuk & Northwestern.			338	50	1,257	425	1,533	2,334	30,374	30,848	7,774	
Chicago, Ft. Madison & Des Moines.	1,463								c 783,662			
Chicago, Iowa & Dakota.									c 2,086,168			
Chicago Great Western.									c 2,086,168			
Chicago Minneapolis & St. Paul.									c 2,086,168			
Chicago, Rock Island & Pacific.	12,510	24,471	10,377	6,197	2,512	30,666	105,286	19,900	2,157,576	1,824,902	833,674	
Chicago & North-Western.	1,688		415	1,051	2,720	21,757	21,757	8,432	190,365	147,205	43,160	
Chicago, St. Paul, Minneapolis & Omaha.	2,343	8,239	1,969	2,133	1,523	3,655	15,565	6,504	223,030	94,234	133,796	
Sioux City & Pacific.		5,180			8	25	130	215	33,637	32,645	998	
Crooked Creek.									206,678	237,333	73,356	
Des Moines, Northern & Western.			2,400	691	2,608	2,820	26,775	2,074	206,678	237,333	73,356	
Dubuque & Sioux City.	27,410	2,745	3,844	2,433	3,358	4,363	26,385	84,485	1,007,945	626,641	381,304	
Des Moines Union.									70,100	580,317	471,702	
Humeston & Shenandoah.	239	760	230	1,375	3,424	5,398	36,705	65,307	1,051,919	180,317	19,753	
Iowa Central.		5,469	5,798						1,051,919	180,317	19,753	
Iowa Northern.									1,051,919	180,317	19,753	
Keokuk & Western.	1,037		879		77	559	10,576	7,356	143,704	123,932	19,753	
Mason City & Ft. Dodge.	5,816				919	1,494	14,270	4,111	147,237	127,612	19,635	
Minneapolis & St. Louis.		39,160	465	351	666	1,494	14,270	6,206	365,131	295,678	98,453	
Omaha & St. Louis.	542	573	1,033	538	256	285	15,331	1,997	116,530	87,037	39,493	
Sioux City & Northern.	1,404		1,239	138	632	285	7,666	6,903	199,443	123,370	77,073	
Tabor & Northern.									6,036			
Union Pacific.												
Wabash.	3,184		344	251	1,170	413	11,113	20,325	153,518			
Winona & Western.	218		156	113	85	77	575	989	27,861	21,123	6,738	
NARROW GAUGE ROADS.												
Burlington & Northwestern.									45,333			
Burlington & Western.									58,125			
Des Moines & Kansas City.	c	631	60			47	1,909	285	11,048	10,394	654	
	d	122	228			166	3,433	704	17,967	16,410	1,457	
Total.	73,364	93,632	29,314	85,242	21,737	56,139	429,035	373,334	19,263,365	5,345,537	2,903,980	

a July 1 to December 4, 1896, to July 1, 1896. b December 4, 1896, to July 1, 1896. c Proportional.



ILLINOIS CENTRAL.
Iowa River Bridge at Iowa Falls.

TABLE LX—CONSUMPTION OF FUEL BY LOCOMOTIVES.

RAILROADS.	ENTIRE LINE.					STATE OF IOWA.				
	Tons of bitu- coal.	Cords of wood	Miles run.	Av. pounds per mile.	AVERAGE PRICE OF FUEL.	Soft coal, per ton.	Wood, per cord.	Miles run.	Av. pounds consumed per mile.	AVERAGE PRICE OF FUEL.
Ames & College.	878,313	22,346	22,484,855	79.45	\$ 1.47		\$ 2.04			
Albia & Centerville.										
Atchita P., Tappan & Santa Fe.										
Boone Valley.										
Burlington, Cedar Rapids & Northern.	177,993	1,442	4,169,153	85.75	1.50					
Chicago, Burlington & Quincy.	1,013,513	17,904	25,781,503	79.55	1.38					
Chicago, Burlington & Kansas City.	14,788	131	411,988	72.10	1.27					
Kansas City, St. Jo. & Council B.	48,285	759	1,431,188	68.80	1.76					
St. Louis, Keokuk & Northwestern.	52,885	304	1,682,856	66.90	1.40					
Chicago, Ft. Madison, & Des Moines.	2,474	40	98,023	58.02	1.35		\$ 2.20			
Chicago, Iowa & Dakota.										
Chicago Great Western.	217,393	218,809	4,824,706	96.72	1.53					
Chicago, Milwaukee & St. Paul.	1,180,353	15,037	28,834,410	70.55	1.83					
Chicago, Rock Is. and Pacific.	151,019	11,230	16,713,646	66.90	1.57					
Chicago & North-Western.	1,343,467	14,714	34,598,981	77.68	1.81					
Chicago, St. Paul, Minneapolis & O.	290,154	4,761	5,747,653	77.82	2.58					
St. Louis & Pacific.	17,668	399	454,347	79.21	2.31					
Crooked Creek.	933		17,000	109.87	1.60					
Des Moines Northern & Western.	14,827	104	409,320	72.67	1.30					
Duquesne & Sioux City.	115,570	3,284	2,578,561	91.65	2.50					
Des Moines Union.	3,657		98,934	73.50	1.80					
Huron & Shenandoah.	5,114		128,672	74.40	1.77					
Iowa Central.	88,751	1,449	2,071,296	84.63	1.10					
Low & Northern.	704	45	11,261	138.00	2.00					
Keokuk & Western.	15,283	333	387,209	80.08	1.11					
Mason City & Ft. Dodge.	5,120	80	149,613	68.95	1.61					
Minneapolis & St. Louis.	54,411	175	1,742,973	82.53	2.49					
Omaha & St. Louis.	15,445	65	318,558	88.43	2.00					
Sioux City & Northern.	5,390		188,131	50.52	4.13					
Tabor & Northern.	534	34	12,481	100.00	2.25					
Union Pacific.										
Wabash.	603,328	9,678	14,230,473	86.40	1.08					
Winona & Western.	6,186	135	119,234	83.82						
Winnona & Northern.										
Burlington & Northwestern.	1,394	15	35,106	78.08	1.35					
Burlington & Western.	5,783	100	177,287	61.00	1.50					
Des Moines & Kansas City.	2,683	61	63,036	57.55	1.25					
Total	6,670,891	333,447	170,885,057							

July 1 to December 4, 1886. b December 4, 1895, to July 1, 1896.

TABLE LXI—TONNAGE CROSSING MISSISSIPPI AND MISSOURI RIVER BRIDGES—YEAR ENDING
JUNE 30, 1896.

RAILROADS.	MISSISSIPPI RIVER—TONS.				MISSOURI RIVER—TONS.			
	Location of bridge.	East bound.	West bound.	Total.	Location of bridge.	East bound.	West bound.	Total.
Burlington, Cedar Rapids & Northern.....	Davenport.....	None.	1,048,672	2,034,861	Nebraska City..	37,798	33,497	70,295
Chicago, Bur'ngton & Quincy.....	Burlington.....	935,989	197,181	447,020	{ Plattsouth ..	248,350	537,034	780,414
Chicago, Milwaukee & St. Paul.....	McGregor.....	249,859	743,304	1,757,669	{ Omaha.....	135,301	75,154	210,455
Chicago & North-Western.....	Savannah.....	1,014,265	607,675	2,149,478	Omaha.....	No ans.	.....	.....
Chicago, Rock Island & Pacific.....	Olin.....	1,541,808	779,400	2,121,538	.....	.....	.....	.....
Chicago Great Western.....	Davenport.....	1,242,538	291,018	831,467	.....	.....	.....	.....
Chicago, St. Paul, Minneapolis & Omaha.....	Dubuque.....	540,449	.....	.....	.....	.....	.....	.....
Atchafson, Topeka & Santa Fe.....	Ft. Madison.....	359,025	295,935	614,960	.....	.....	.....	.....
Dubuque & Sioux City.....	Dubuque.....	491,528	294,985	776,223	.....	.....	.....	.....
Iowa Central.....	Keokuk.....	285,727	119,770	385,497	.....	.....	.....	.....
Sioux City & Pacific.....	.....	.....	.....	.....	.....	.....	.....	.....
Union Pacific.....	Burlington.....	.....	.....	.....	.....	.....	.....	.....
Toledo, Peoria & Western.....	Keokuk.....	32,191	10,694	42,885	.....	.....	.....	.....
Total.....	.....	6,833,164	4,388,634	11,491,798	.....	913,022	1,012,616	1,935,638

TABLE LXI—ACCIDENTS.

RAILROADS.	KILLED.										INJURED.																						
	Passengers.	Employees.	Others.	Total.	Derailment.	Collisions.	Caught in frogs.	Coupling cars.	Falling from train.	Getting on & off train.	Highway crossing.	Miscellaneous.	Overhead obstructing.	Steal & ride.	Intoxicated.	Trespassers on track.	Passengers.	Employees.	Others.	Total.	Derailment.	Collisions.	Caught in frogs.	Coupling cars.	Falling from train.	Getting on & off train.	Highway crossing.	Miscellaneous.	Overhead obstructing.	Steal & ride.	Intoxicated.	Trespassers on track.	
Ames & College.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Albia & Centerville.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Atchison, Topeka & Santa Fe.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Boone Valley.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Burlington, Cedar Rapids & Northern.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Chicago, Burlington & Quincy.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Chicago, Burlington & Kansas City.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Kansas City, St. Jo. & Council Bluffs.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
St. Louis, Keokuk & Northwestern.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Chicago, Ft. Madison & Des Moines.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Chicago, Iowa & Dakota.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Chicago Great Western.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Chicago, Milwaukee & St. Paul.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Chicago, Rock Island & Pacific.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Chicago & North-Western.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Chicago, St. Paul, Minneapolis & O.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Sioux City & Pacific.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Crooked Creek.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Des Moines Northern & Western.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Dubuque & Sioux City.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Des Moines Union.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Humeston & Shenandoah.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Iowa Central.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Iowa Northern.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Keokuk & Western.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Mason City & Ft. Dodge.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Minneapolis & St. Louis.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Omaha & St. Louis.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Sioux City & Northern.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Tabor & Northern.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Union Pacific.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Wabash.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Winona & Western.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
NARROW GAUGE ROADS.																																	
Burlington & Northwestern.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Burlington & Western.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Des Moines & Kansas City.....	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	4	22	22	4	4	1	1	1	1	1	1	1	1	1	1	1
Total.....	636	94	136	866	5	2	6	19	4	12	27	3	15	2	41	68	411	84	537	41	19	5	97	35	37	26	253	2	18	3	28	3	28

a July 1 to December 4, 1895. b December 4, 1895, to July 1, 1896.

INVESTIGATION OF ACCIDENTS.

ACCIDENT AT LOGAN.

July 23, 1896.

Gen. F. M. Drake, Governor of Iowa:

DEAR SIR—In compliance with section 2042 of the Code of Iowa, the board of railroad commissioners have the honor to report that a serious accident occurred on the main line of the Chicago & North-Western railway at Logan, Iowa, at about 6:44 P. M. on Saturday, July 11, 1896, resulting in the death of twenty-seven people and thirty-two injured, three or four probably fatally.

From the investigation made by the commissioners at the scene of the wreck it appears that an excursion train composed of sixteen coaches and one baggage car and engine had brought about twelve hundred excursionists from Omaha, Neb., to Logan, Iowa, comprising the Society of Union Pacific Pioneers, with the families of the members. This train had been made up on the side track at Logan, and the excursionists had taken their places ready for the return home. Every coach was packed full of people and quite a number had gone into the baggage car for lack of room elsewhere.

The agent at Logan states that he had received from the train dispatcher the order for this train to "run special Logan to Council Bluffs, and can have until 7:10 to go to Loveland against No. 14," and had given duplicate copies of the order to the conductor of the excursion train.

Train No. 2 is a limited passenger train going east, and does not stop at Logan, but passed, as noted by the station agent, at 6:24 P. M., with signal that another train was following it.

Train No. 38 is scheduled as a freight train, follows No. 2, and is due to pass Logan at 6:43 P. M. without stopping. This train carries the equipment of the fast mail limited running back to Boone, and usually some cars of time freight, but no passengers are carried.

On this evening this train was composed of four freight cars, two mail cars, one passenger coach and an engine—the four freight cars being next the engine, the fast mail train passenger equipment following.

After train No. 2 had passed, and without orders other than the one noted, the excursion train pulled out on the main line and had attained a speed estimated at three to six miles an hour, and when about a quarter of a mile west of the switch at Logan, was met at the point of a curve by train No. 38, running at a speed estimated at from thirty to thirty-five miles an hour, with results as stated.

The engineer and conductor of the excursion train seem to have forgotten entirely about train No. 38.

We find no mismanagement or neglect on the part of the Chicago & North-Western Railway company as a corporation, except such as may be legally inferred from the above and foregoing facts.

We herewith hand you a list furnished by the railway company giving names of persons killed:

LIST OF PERSONS KILLED IN COLLISION NEAR LOGAN, SATURDAY EVENING,
JULY 11, 1896.

Bradley, Mrs. Kate, 1018 North Eighteenth street.
 Bradley (baby), child of Mrs. Kate Bradley.
 Carroll, Mrs. J. P., 1018 North Eighteenth street.
 Carroll (baby boy), child of Mrs. J. P. Carroll. Father of child was also injured.
 Cosgrove, Miss Margaret, age 24.
 Cosgrove, John.
 Cosgrove, William, 1111 North Eighteenth street. Had a sister injured.
 Cavanaugh, Owen, 1502 North Eighteenth street; age 18.
 Clair, Robert, son of John Clair, an employee of the Union Pacific; 1839 North Twentieth street.
 Dodson, William or Hugh, 4314 Emmet street; age 8. Father injured.
 Heiman, Charles, age 17; worked in grocery store, Missouri Valley, Iowa.
 Jennings, Walter J., Missouri Valley; age 30; employed in Fremont, Elkhorn & Missouri Valley boiler shop. Leaves wife and three-year-old girl.
 Jack, John J., age 21; employed by Omaha News company on railway trains. Mother re-married to Thomas D. Swan and lives on farm near Lucas, Iowa; has brother, Kenneth, working as bell-boy at Paxton hotel; has a sister, Edith, living with mother.
 Kinsey, John, 4603 Cuming street. Had a brother injured.
 Kelker, John B., 808 South Seventeenth street; age 23; said to be a cabinet maker in Union Pacific shops; son of Frederick A. Kelker.
 Kaler, Mrs. John, Second avenue and Nineteenth, Council Bluffs. Husband and infant daughter killed and a daughter injured.
 Kaler, infant daughter of above.
 Larson or Lawson, age 16; son of John Larson; lives at Oakland, California. Mother and two brothers live at 1113 North Eighteenth street. Was employed as carrier for the World-Herald at Omaha.
 McDermott, John or Charles, 1112 Sherman; machinist in the employ of the Union Pacific.
 Neilson, Fred, 222 South Thirty-third street; about 20 years of age. Father, Andrew Neilson, and sisters, Eva and Nellie, also injured. Mother is dead.
 Peters, Lawrence, Ninth avenue, Council Bluffs; engineer for Union Pacific water works at Transfer.
 Scully, Patrick, 2524 Center street; 56 years old; married; has a wife and four children; employed as a stationary engineer at Union Pacific shops. His brother, Joseph Scully, lives at 324 South Thirty-third street, South Omaha. Wife and daughter were injured.
 Tracy, Mary Ellen, 1107 North Eighteenth street; 27 years old; single.
 Wilson, Miss Olie, 1511 Ninth avenue; daughter of William Wilson, Council Bluffs.
 Winegar, G. J., Morrison, Ill.; brakeman.

It is due to the noble people of Logan that we recognize in this report their unbounded kindness in their efforts to relieve suffering and administer comfort to the unfortunate victims of this accident. Nothing that the tenderest humanity could suggest was left undone by them.

By order of the board.

Respectfully yours,

W. W. AINSWORTH,
Secretary.

DECISION OF THE UNITED STATES SUPREME COURT IN
THE CASE ENTITLED, UNITED STATES v.
TRANS-MISSOURI FREIGHT
ASSOCIATION.

[This has been called "the most far-reaching judicial decision of modern times"]
(March 22, 1897.)

The headings inserted below are not a part of the case.

SYLLABUS.

1. Though the general rule is that equity does not interfere simply to restrain a possible future violation of law, yet, where parties have entered into and are acting under an illegal agreement or association, and a bill has been brought to dissolve the association and restrain the parties from entering into or acting under any similar agreement, the fact that, after the bill has been dismissed, the parties voluntarily dissolved the association, does not oust the jurisdiction of an appellate court to review the judgment.

2. To sustain the appellate jurisdiction, it is not necessary that the bill shall state expressly that the jurisdictional amount is in controversy, but that fact may be made to appear by affidavit or stipulation in the appellate court. A stipulation between the parties as to the amount is not controlling, but, in the discretion of the court, may be regarded, with reference to other facts appearing in the record, as sufficient proof of the amount in controversy.

3. In a suit to dissolve, as illegal, an association of railroad companies to control and maintain freight rates between competitive points, a stipulation was filed, on appeal to the supreme court from a decree of the circuit court of appeals dismissing the bill, showing that the daily freight charges on interstate shipments collected by the companies at competing points were more than \$1,000 in value daily. The various companies composing the association denied the illegality thereof, and alleged that, without some such agreement or combination, the competition between them would be so severe as to cause great losses to each of them, and possibly result in financial ruin. Held, that this sufficiently shows that there was in controversy an amount exceeding the \$1,000 necessary to sustain the appellate jurisdiction.

4. The act of July 2, 1890, providing that "every contract, combination in the form of a trust or otherwise, or conspiracy, in restraint of trade or commerce among the several states or with foreign nations, is hereby declared to be illegal," applies to a contract, between competing common carriers by rail, forming an association for the purpose of maintaining and regulating rates of transportation. Such agreements were not authorized or sanctioned by the interstate commerce act of February 4, 1887, and hence there is no inconsistency between

the two acts, as thus construed, but both may stand together. Mr. Justice White, Mr. Justice Field, Mr. Justice Gray and Mr. Justice Shiras dissenting.

5. There is a general acquiescence in the doctrine that debates in congress are not appropriate sources of information from which to discover the meaning of language in a statute passed by that body.

6. The contracts, combinations, etc., in restraint of interstate trade or commerce, which are declared to be illegal by the act of July 2, 1890, include all contracts or combinations operating in restraint of trade or commerce, whether they be such as were held legal or illegal at common law, or whether the restraint imposed is reasonable or unreasonable. 7 C. C. A. 15, 58 Fed. 58, reversed. Mr. Justice White, Mr. Justice Field, Mr. Justice Gray and Mr. Justice Shiras dissenting.

7. When the legislative power speaks upon a particular subject, over which it has constitutional power, public policy becomes whatever the statute enacts, whatever may have been the decisions of the courts in relation to the matter before its enactment.

8. An agreement between a number of competing railroads engaged in interstate traffic "for the purpose of mutual protection by establishing and maintaining reasonable rates, rules and regulations on all freight traffic, both through and local," and forming an association to prescribe rates, which, when agreed to, are to govern all the companies, and a violation of which subjects the defaulting company to a pecuniary penalty, is an agreement or combination in restraint of trade or commerce, in the meaning of the anti-trust law, though each party to the agreement may withdraw therefrom on giving thirty days' notice. 7 C. C. A., 15, 58 Fed. 58, reversed. Mr. Justice White, Mr. Justice Field, Mr. Justice Gray and Mr. Justice Shiras, dissenting.

9. To construe the anti-trust law of July 2, 1890, as applying to contracts or combinations formed prior to its enactment, so as to make them illegal from the date of the act, does not give it any retroactive or *ex post facto* character or effect.

10. The fourth section of the act invests the government with full power to bring a suit to dissolve alleged illegal combinations, and to enjoin the parties from entering into or continuing similar agreements; and there is no ground for a contention that the United States have no standing in court for want of a pecuniary interest in the result of the litigation.

11. At common law, the expression "contracts in restraint of trade," did not embrace all contracts which in anywise restrained the freedom of trade, but only such as amounted to an unreasonable restraint, and which were therefore held invalid. In this sense these words were used in the anti-trust law, and it therefore makes illegal only such contracts as amount to an unreasonable restraint of trade or commerce. Per Mr. Justice White, Mr. Justice Field, Mr. Justice Gray and Mr. Justice Shiras, dissenting.

12. While the title of an act cannot be used to destroy the plain import of the language used in its body, yet when a literal interpretation will work out wrong or injury, or where the words are ambiguous, the title may be resorted to for purposes of construction. The title "an act to protect trade and commerce against unlawful restraints and monopolies," shows by the word "unlawful" an intent on the part of congress to distinguish between contracts in restraint of trade which are lawful and those which are not. Per Mr. Justice White, Mr. Justice Field, Mr. Justice Gray and Mr. Justice Shiras, dissenting.

13. Where technical words are used in an act, and their meaning has previously been conclusively settled by long usage and judicial construction, the use of the words without an indication of an intention to give them a new significance is an adoption of their accepted meaning at the time the act was passed. This rule is particularly imperative when the statute creates a crime, as does the anti-trust law, and gives no specific definition thereof. Per Mr. Justice White, Mr. Justice Field, Mr. Justice Gray and Mr. Justice Shiras, dissenting.

14. The interstate commerce act of February 4, 1887, and the amendments thereto, either directly sanction or impliedly authorize agreements between interstate carriers for the purpose of classifying freight, preventing secret cutting of published rates, and protecting the public against improper discrimination and sudden changes in rates; and as this was a special statute, and there was no express repeal of any of its provisions by the anti-trust law, which is a general statute, it follows that the latter act was not intended to make unlawful agreements entered into for these purposes by competing carriers by rail. Per Mr. Justice White, Mr. Justice Field, Mr. Justice Gray and Mr. Justice Shiras, dissenting.

Appealed from the United States Circuit Court of Appeals for the Eighth circuit.

On the 2d of July, 1890, an act was passed by the congress of the United States, entitled, "An act to protect trade and commerce against unlawful restraints and monopolies." (26 Statutes at Large, 209, chap. 647; supplement to Revised Statutes, p. 762.) [For text of the act see close of the majority opinion.]

On the 15th day of March, 1889, all but three of the defendants, the railway companies named in the bill, made and entered into an agreement by which they formed themselves into an association to be known as the "Trans Missouri Freight Association," and they agreed to be governed by the provisions contained in the articles of agreement.

AGREEMENT OF THE RAILROADS.

The memorandum of agreement entered into between the railway companies named therein, stated, among other things, as follows: "For the purpose of mutual protection by establishing and maintaining reasonable rates, rules and regulations on all freight traffic, both through and local, the subscribers do hereby form an association to be known as the Trans-Missouri Freight Association, and agree to be governed by the following provisions:

ARTICLE I.

"The traffic to be included in the Trans-Missouri Freight Association shall be as follows:

"1. All traffic competitive between any two or more members hereof, passing between points in the following described territory: Commencing at the Gulf of Mexico, on the ninety-fifth meridian, thence north to the Red river; thence via that river to the eastern boundary line of the Indian Territory; thence north by said boundary line and the eastern line of the state of Kansas to the Missouri river at Kansas City; thence via the said Missouri river to the point of intersection of that river with the eastern boundary of Montana; thence via the said eastern boundary line to the international line—the foregoing to be known as the "Missouri river" line—thence via said international line to the Pacific coast; thence via the Pacific coast to the international line between the United

States and Mexico; thence via said international line to the Gulf of Mexico, and thence via said gulf to the point of beginning, including business between points on the boundary line as described.

"2. All freight traffic originating within the territory as defined in the first section, when destined to points east of the aforesaid Missouri river line."

Certain exceptions to the above article are then stated as to the particular business of several railway companies, which was to be regarded as outside and beyond the provisions of the agreement.

PROVISIONS FOR ORGANIZATION.

Article II provided for the election of a chairman of the organization and for meetings at Kansas City, or otherwise, as might be provided for. By section 2 of that article each road was to "designate to the chairman one person who shall be held personally responsible for rates on that road. Such person shall be present at all regular meetings, when possible, and shall represent his road, unless a superior officer is present. If unable to attend he shall send a substitute with written authority to act upon all questions which may arise, and the vote of such substitute shall be binding upon the company he represents."

Section 3 provides that: "A committee shall be appointed to establish rates, rules and regulations on the traffic subject to this association, and to consider changes therein and make rules for meeting the competition of outside lines. Their conclusions, when unanimous, shall be made effective when they so order, but if they differ the question at issue shall be referred to the managers of the lines parties hereto; and if they disagree it shall be arbitrated in the manner provided in Article VII."

By section 4 it was provided that: "At least five days' written notice prior to each monthly meeting shall be given the chairman of any proposed reduction in rates or change in any rule or regulation governing freight traffic; eight days in so far as applicable to the traffic of Colorado or Utah."

MEETINGS OF THE ASSOCIATION.

Sections 5, 6, 7, 8, 9, 10 and 11, of Article II, read as follows:

"Sec. 5. At each monthly meeting the association shall consider and vote upon all changes proposed, of which due notice has been given, and all parties shall be bound by the decision of the association as expressed, unless then and there the parties shall give the association definite written notice that, in ten days thereafter, they shall make such modification notwithstanding the vote of the association. Provided, that if the member giving notice of change shall fail to be represented at the meeting no action shall be taken on its notice, and the same shall be considered withdrawn. Should any member insist upon a reduction of rate against the views of the majority, or if the majority favor the same, and if, in the judgment of such majority, the rate so made affects seriously the rates upon other traffic, then the association may, by a majority vote, upon such other traffic, put into effect corresponding rates to take effect on the same day. By unanimous consent any rate, rule, or regulation relating to freight traffic may be modified at any meeting of the association without previous notice.

TO MEET COMPETITION.

"Sec. 6. Notwithstanding anything in this article contained, each member may, at its peril, make at any time, without previous notice, such rate, rule, or regulations as may be necessary to meet the competition of lines not members of the association, giving at the same time notice to the chairman of its action in

the premises. If the chairman upon investigation shall decide that such rate is not necessary to meet the direct competition of lines not members of the association, and shall so notify the road making the rate, it shall immediately withdraw such rate. At the next meeting of the association held after the making of such rate it shall be reported to the association, and if the association shall decide by a two-thirds vote that such rate was not made in good faith to meet such competition the member offending shall be subject to the penalty provided in section 8 of this article. If the association shall decide by a two-thirds vote that such rate was made in good faith to meet such competition, it shall be considered as authority for the rate so made.

DIVISION OF THROUGH RATES.

"Sec. 7. All arrangements with connecting lines for the division of through rates relating to traffic covered by this agreement shall be made by authority of the association, provided, however, that when one road has a proprietary interest in another, the divisions between such roads shall be what they may elect, and shall not be the property of the association; provided, further, that, as regards traffic contracts at this date actually existing between lines not having common proprietary interests the same shall be reported, so far as divisions are concerned, to the association, to the end that division with competing lines may, if thought advisable by them, be made on equally favorable terms.

"Sec. 8. It shall be the duty of the chairman to investigate all apparent violations of the agreement, and to report his findings to the managers, who shall determine, by a majority vote (the member against whom complaint is made to have no vote), what, if any, penalty shall be assessed, the amount of each fine not to exceed \$100, to be paid to the association. If any line party hereto agrees with the shipper, or any one else, to secure a reduction or change in rates, or change in the rules and regulations, and it is shown upon investigation by the chairman that such an arrangement was effected, and traffic thereby secured, such action shall be reported to the managers, who shall determine as above provided, what, if any, penalty shall be assessed.

PAYMENT OF PENALTIES.

"Sec. 9. When a penalty shall have been declared against any member of this association, the chairman shall notify the managing officer of said company that such fine has been assessed and that within ten days thereafter he will draw for the amount of the fine; and the draft, when presented, shall be honored by the company thus assessed.

"Sec. 10. All fines collected to be used to defray the expenses of the association, the offending party not to be benefited by the amounts it may pay as fines.

"Sec. 11. Any member not present or fully represented at roll call of general or special meetings of the freight association, of which due and proper notice has been given, shall be fined \$1, to be assessed against his company, unless he shall have previously filed with the chairman notice of inability to be present or represented."

Articles 3, 5, 6 and 7 contain appropriate provisions for the carrying out of the purposes of the agreement, but it is not necessary to here set them forth in detail.

Article 4 reads as follows:

ARTICLE IV.

"Any wilful underbilling in weights, or billing of freight at wrong classification, shall be considered a violation of this agreement; and the rules and regulations of any weighing association or inspection bureau, as established by it or as enforced by its officers and agents, shall be considered binding under the provisions of this agreement, and any wilful violation of them shall be subject to the penalties provided herein."

Article 8 provides that the agreement shall take effect April 1, 1889, subject thereafter to thirty days' notice of a desire on the part of any line to withdraw from the same.

HISTORY OF THE TRANS-MISSOURI SUIT.

On the 6th of January, 1892, the United States, as complainant, filed in the circuit court of the United States for the district of Kansas, through its United States attorney for that district, and under the direction of the attorney-general of the United States, its bill of complaint against the Trans-Missouri Freight association, named in the agreement above mentioned, the Atchison, Topeka & Santa Fe Railroad company, and some seventeen other railroad companies, the officers of which had, it was alleged, signed the agreement above mentioned in behalf of and for their respective companies. The bill was filed by the government for the purpose of having the agreement between the defendant railroad companies set aside and declared illegal and void, and to have the association dissolved.

ALLEGATIONS OF THE BILL.

It alleged that the defendant railroad corporations, signing the agreement, were at that time and ever since have been common carriers of all classes and kinds of freight and commodities which were commonly moved, carried and transported by railroad companies in their freight traffic and at all such times have been, and then were, continuously engaged in transporting freight and commodities in the commerce, trade and traffic which is continuously carried on among and between the several states of the United States, and among and between the several states and territories of the United States, and between the people residing in, and all persons engaged in trade and commerce within and among and between the states, territories and countries aforesaid; that each of the defendants was, prior to the 15th day of March, 1889, the owner and in control of, and that they were respectively operating and using distinct and separate lines of railroad, fitted up for carrying on business as such carriers in the freight traffic above mentioned, independently, disconnectedly with each other, and that said lines of railroad had been and then were the only lines of transportation and communication engaged in the freight traffic between and among the states and territories of the United States having through lines for said freight traffic in all that region of country lying to the westward of the Mississippi and Missouri rivers and east of the Pacific ocean; that these lines of railroad furnish to the public and to persons engaged in trade and traffic and commerce between the several states and territories and countries above mentioned separate, distinct and competitive lines of transportation and communication, extending along and between the states and territories of the United States lying westward of the Mississippi and Missouri rivers to the Pacific ocean, and that the construction and maintenance of said several separate, distinct and competitive lines of railroad aforesaid had been encouraged and assisted by the United States and by the states and territories in the region of country aforesaid, and by the people

of the said several states and territories, by franchises and by grants and donations of large amounts of land of great value, and of money and securities, for the purpose of securing to the public and to the people engaged in trade and commerce throughout the region of country aforesaid competitive lines of transportation and communication, and that prior to the 15th day of March, 1889, and subsequently and up to the present time, each and all of said defendants have been and are engaged as common carriers in the railway freight traffic connected with the interstate commerce of the United States.

It is then alleged in the bill as follows:

"And your orator further avers that on or about the 15th day of March, 1889, the defendants not being content with the usual rates and prices for which they and others were accustomed to move, carry and transport property, freight and commodities in the trade and commerce aforesaid and in their said business and occupation, but contriving and intending unjustly and oppressively to increase and augment the said rates and prices, and to counteract the effect of free competition on the facilities and prices of transportation, and to establish and maintain arbitrary rates, and to prevent any one of said defendants from reducing such arbitrary rates, and thereby exact and procure great sums of money from the people of the said states and territories aforesaid, and from the people engaged in the interstate commerce, trade and traffic within the region of country aforesaid, and from all persons having goods, wares and merchandise to be transported by said railroads, and intending to monopolize the trade, traffic and commerce among and between the states and territories aforesaid, did combine, conspire, confederate and unlawfully agree together, and did then and there enter into a written contract, combination, agreement and compact known as a memorandum of agreement of the Trans-Missouri Freight association, which was signed by each of said above-named defendants."

The bill then sets forth the agreement signed by the various corporations defendant.

It is further alleged that the agreement went into effect on the 1st day of April, 1889, and that since that time each and all of the defendants, by reason of the agreement, have put into effect and kept in force upon the several lines of railroads the rules and regulations and rates and prices for moving, carrying and transporting freight fixed and established by the association, and have declined and refused to fix or establish and maintain or give on their railroads rates and prices for the carrying of freight based upon the cost of constructing and maintaining their several lines of railroad and the cost of carrying freight over the same, and such other elements as should be considered in establishing tariff rates upon each particular road, and the people of the states and territories subject to said association, and all persons engaged in trade and commerce within, among and between the different states and territories have been compelled to and are still compelled to pay the arbitrary rates of freight and submit to the arbitrary rules and regulations established and maintained by the association and ever since that date have been and still are deprived of the benefits that might be expected to flow from free competition between said several lines of transportation and communication, and are deprived of the better facilities and cheaper rates of freight that might reasonably be expected to flow from free competition between the lines above mentioned, and that the trade, traffic and commerce in such region of country, and the freight traffic in connection therewith, have been and are monopolized and restrained,

hindered, injured and retarded by the defendants by means of and through the instrumentality of such association.

The bill further averred that notwithstanding the passage of the act of congress above mentioned on the 2d day of July, 1890, the "defendants still continue in and still engage in said unlawful combination and conspiracy, and still maintain said Trans-Missouri Freight association, with all the powers specified in the memorandum of agreement and articles of association hereinbefore set forth, which said agreement, combination, and conspiracy so as aforesaid entered into and maintained by said defendants is of great injury and grievous prejudice to the common and public good and to the welfare of the people of the United States."

The prayer of the bill is as follows:

"In consideration whereof, and inasmuch as your orator can only have adequate relief in the premises in this honorable court where matters of this nature are properly cognizable and relievable, your orator prays that this honorable court may order, adjudge and decree that said Trans-Missouri Freight association be dissolved, and that said defendants, and all and each of them, be enjoined and prohibited from further agreeing, combining, and conspiring and acting together to maintain rules and regulations and rates for carrying freight upon their several lines of railroad to hinder trade and commerce between the states and territories of the United States, and that all and each of them be enjoined and prohibited from entering or continuing in a combination, association or conspiracy to deprive the people engaged in trade and commerce between and among the states and territories of the United States of such facilities and rates and charges of freight transportation as will be afforded by free and unrestrained competition between the said several lines of railroad, and that all and each of said defendants be enjoined and prohibited from agreeing, combining and conspiring and acting together to monopolize or attempt to monopolize the freight traffic in the trade and commerce between the states and territories of the United States, and that all and each of said defendants be enjoined and prohibited from agreeing, combining, and conspiring and acting together to prevent each and any of their associates from carrying freight and commodities in the trade and commerce between the states and territories of the United States at such rates as shall be voluntarily fixed by the officers and agents of each of said roads acting independently and separately in its own behalf."

The defendants were required to answer fully, etc., each and all of the matters charged in the bill, but such answer was not required to be under oath, an answer under oath being specially waived.

ANSWERS MADE BY THE RAILROADS.

DEFENDANT CORPORATIONS ADMIT THE EXISTENCE OF AN AGREEMENT, BUT CLAIM AUTHORITY UNDER THE ACT OF 1887.

The Chicago, Kansas & Nebraska Railway company, the Missouri, Kansas & Texas Railway company, and the Denver, Texas & Fort Worth Railroad company denied being parties to the association. The other fifteen companies filed separate answers, each setting up substantially the same defense.

They admit they are common carriers engaged in the transportation of persons and property in the states and territories mentioned in the agreement, and they allege that as such common carriers they are subject to the provisions of the act of congress, approved February 4, 1887, entitled, "An act to regulate commerce," with the various amendments thereof and additions thereto, and they allege that that act and the amendments constitute a system of regulations established by congress for common carriers subject to the act, and they deny that they are subject to the provisions of the act of congress passed July 2, 1890, and above set forth.

They admit that they severally own, control and operate separate and distinct lines of railroad constructed and fitted for carrying on business as common carriers of freight, independently and disconnectedly with each other, except that a common interest exists between certain companies named in the answer. They admit that the lines of railroad mentioned in the bill furnish lines of transportation and communication to persons engaged in freight traffic between and among the states and territories of the United States, having through lines for freight traffic in that region of country lying to the westward of the Mississippi and Missouri rivers, and east of the Pacific ocean, but deny that they are the only such lines, and allege that there are several others, naming them.

ADMIT FORMER COMPETITION.

They further admit that prior to the organization of the freight association the defendants furnished to the public and to persons engaged in trade, traffic and commerce between the several states and territories named in the agreement, separate, distinct and competitive lines of transportation and communication, and they allege that they still continue to do so.

They admit that some of the roads mentioned in the bill received aid by land grants from the United States, and others received aid from states and territories by loans of credits, donations or depotsites and rights of way, and in a few cases by investments of money, and that the people of the states and territories, to a limited extent, made investments in the stocks and bonds of some of the roads, while others, mentioned in the bill, were almost exclusively constructed by capital furnished by non-residents of that region.

It is also admitted that the purpose of the land grants, loans, donations and investments was to obtain the construction of competitive lines of transportation and communication to the end that the public and the people engaged in trade and commerce throughout that region of country might have facilities afforded by railways in communicating with each other and with other portions of the United States and the world, and denies that they were granted for any other purpose.

The defendants admit the formation on or about March 15, 1889, of the voluntary association described in the bill as the "Trans-Missouri Freight Association."

ALSO ENTER DENIALS.

They deny the allegation that they were not content with the rates and prices prevailing at the date of the agreement; they deny any intent to unjustly increase rates, and deny that the agreement destroyed, prevented, or illegally limited or influenced competition; they deny that arbitrary rates were fixed or charged, or that rates have been increased, or that the effect of free competition has been counteracted; they deny any purpose in the formation of the association to monopolize trade, traffic and commerce between the states and territories within

the region mentioned in the bill, and they deny that the agreement is in any respect the illegal result of any unlawful confederation or conspiracy. The defendants allege that the proper object of the association is to establish reasonable rates, rules and regulations on all freight traffic, and the maintenance of such rates until changed in the manner provided by law; that the agreement was filed with the interstate commerce commission as required by section 6 of the act of February 4, 1887. They also allege that it was not the purpose of the association to prevent the members from reducing rates or changing the rules and regulations fixed by the association; that by the terms of the agreement each member may do so, the preliminary requirement being that the proposed change shall be voted upon at a meeting of the association, after which, if the proposal is not agreed to, the line making the proposal can make such reduced rate, notwithstanding the objection of the other lines; that the purpose of this provision was to afford opportunity for the consideration of the reasonableness of any proposed rate, rule or regulation by all lines interested, and an interchange of views on the effect of such reduction, and that reductions of rates have been made in numerous instances through said process by the association. They admit the agreement took effect April 1, 1889, and that it has remained in operation since, and that the rates, rules and regulations fixed and established from time to time under said agreement have been put into effect and maintained in conformity to law, and it is denied that by reason of the agreement or under duress of fines and penalties, or otherwise, the defendants have refused to establish and maintain just and reasonable rates, and it is alleged that the object of the association at all times has been and is to establish all rates, rules and regulations upon a just and reasonable basis, and to avoid unjust discrimination and undue preference. They deny that shippers or the public are in any way oppressed or injured by reason of the rates fixed by the association, but, on the contrary, they allege that the agreement and the association established under it have been beneficial to the patrons of the railway lines composing the association and the public at large. These, in substance, are the allegations in the various answers.

BILL OF COMPLAINT DISMISSED.

The cause came on for hearing on bill and answer before the circuit court of the United States for the district of Kansas, First division. That court dismissed the bill without costs against the complainant. (53 Fed. Rep., 440.) The government duly appealed from the judgment to the United States circuit court of appeals for the Eighth circuit, and that court, after argument, affirmed, in October, 1893, the judgment of the circuit court, without costs, Shiras, district judge, dissenting. (19 U. S. App., 36.) From that judgment the government has appealed to this court.

A motion is now made upon affidavits to dismiss the appeal. The affidavits show that on the 18th of November, 1892, a resolution was adopted by the Trans-Missouri Freight association, one of the defendants, providing that the organization should be discontinued from and after the 19th of November, 1892, and the secretary was instructed to wind up its affairs at as early a date as possible. It further appeared by the affidavits that the Trans-Missouri Freight association was actually dissolved and its existence ended on the above date—November 19, 1892—and that it has not since that date been revived, nor has it since that date had any activity of any kind, "and that it has not conducted or been engaged in any operations or business whatever, but that it has been dead and out of existence."

LESS THAN \$1,000 INVOLVED.

It is also alleged as another ground for dismissing the appeal that the matter in controversy does not exceed \$1,000, and that the case does not come under any other provision of the act of 1891, allowing an appeal from the circuit courts of appeals to this court. In opposition to the motion it appeared upon the part of the appellant that at the same meeting at which the resolution above referred to was adopted, the following resolution was also adopted: "*Resolved*, That a committee of seven be appointed by the chairman of this meeting to draw up a new agreement for the conduct of business now substantially covered by the Trans-Missouri agreement, and to make a report to all lines in the Trans-Missouri association at a meeting to be called in Chicago on December 6, 1892." A committee of seven was accordingly appointed, which adopted a resolution calling a meeting for the 6th of December, 1892, of the lines formerly members of the Trans-Missouri association and representatives of other interested lines for the purpose of considering any changes in the tariffs and of business which was under the jurisdiction of that association and which might be submitted to the parties at that time, and to further consider the organization of one or more rate committees to govern the manner of making rates on such traffic until some permanent organization could be effected. In the early days of December, 1892, the meeting so called was held, and was participated in by most of the railroad companies which were parties to the Trans-Missouri agreement, and at that meeting an agreement was made upon the subject of rates of freight, and a West-Missouri freight rate committee was appointed, the duties of which committee were to establish and maintain reasonable rates in the territory described, and other lines not therein represented but interested in the freight traffic of such territory were to be invited to become members. A plan for the establishment of sub-rate committees for the purpose of agreeing upon rates was therein set forth and agreed to. The agreement was to become effective on the 1st of January, 1892, and to remain in force until the following April, during which time it was supposed that a new and permanent association to provide for an agreement relating to rates of freight might be founded. It does not appear whether such permanent association has been formed or that the temporary agreement has been actually terminated.

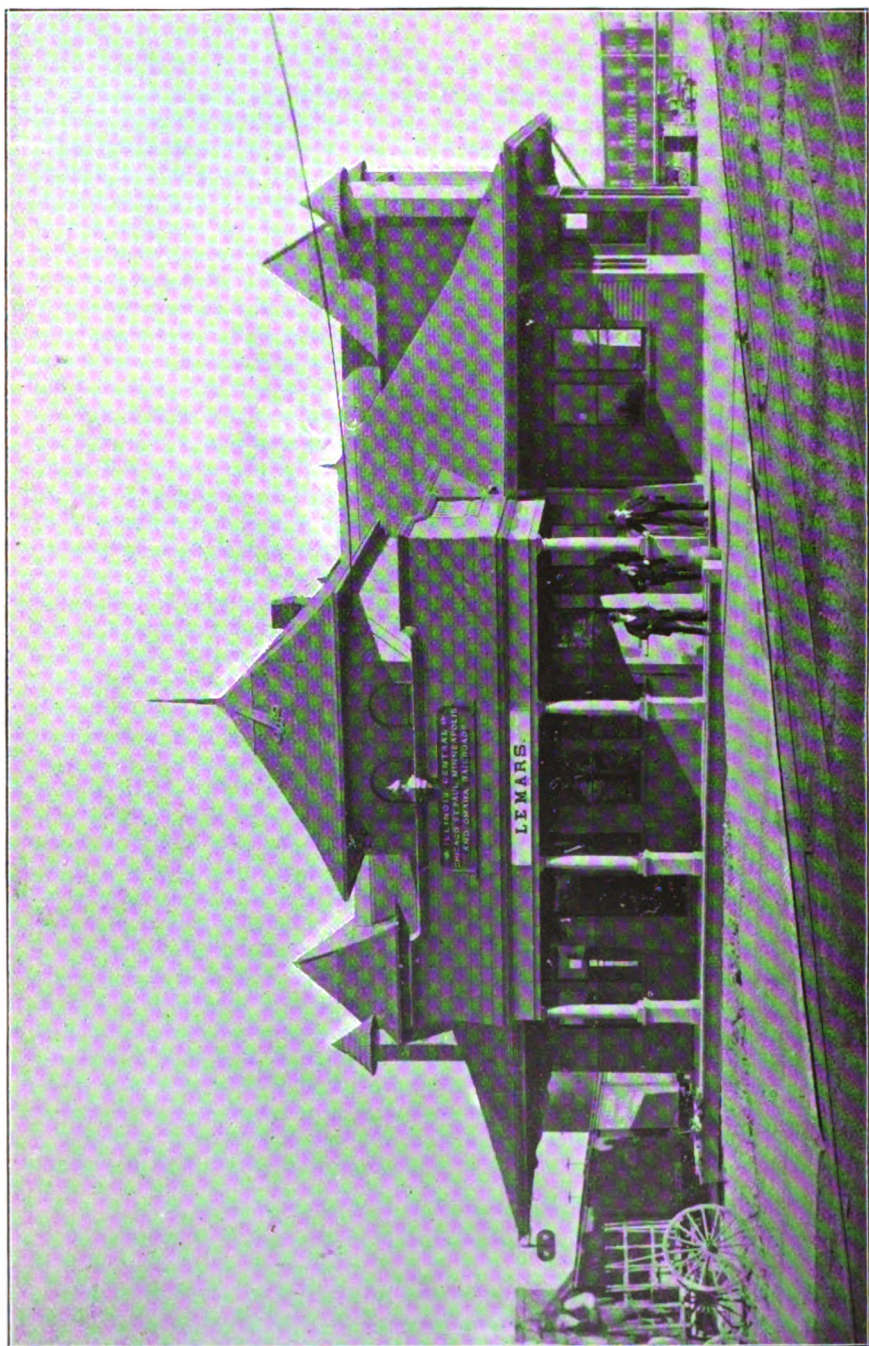
In answer to the motion to dismiss on the ground that the matter in controversy did not amount to over \$1,000, the parties have stipulated as follows: "It is hereby stipulated for the purposes of this case and no other, and without waiving any right to question the legal effect of such fact, that the daily freight charges on interstate shipments collected by all the railway companies at points where they compete with each other were, at the time of the agreement mentioned in the pleadings herein, and have been since, more than \$1,000."

Attorney-General Harmon for the United States. John F. Dillon, James C. Carter and E. J. Phelps for appellees.

MR. JUSTICE PECKHAM DELIVERS THE OPINION OF THE COURT.

Mr. Justice Peckham, after stating the facts in the foregoing language, delivered the opinion of the court.

The defendants object to the hearing of this appeal and ask that it be dismissed on the ground that the Trans-Missouri Freight association has been dissolved by a vote of its members since the judgment entered in this suit in the court below. A further ground urged for the dismissal of the appeal is that the requisite amount (over one thousand dollars) is not in controversy in the suit,



ILLINOIS CENTRAL.
Passenger Station, at Le Mars.

and that as an appeal would only lie to this court in this character of suit under the act of March 3, 1891, (chapter 517, supplement, R. S. 901,) where that amount is in controversy, the appeal should be dismissed.

As to the first ground, we think the fact of the dissolution of the association does not prevent this court from taking cognizance of the appeal and deciding the case upon its merits.

The prayer of the bill filed in this suit asks not only for the dissolution of the association, but, among other things, that defendants should be restrained from continuing in a like combination, and that they should be enjoined from further conspiring, agreeing, or combining and acting together to maintain rules and regulations and rates for carrying freight upon their several lines, etc. The mere dissolution of the association is not the most important object of this litigation. The judgment of the court is sought upon the question of the legality of the agreement itself for the carrying out of which the association was formed, and if such agreement be declared to be illegal, the court is asked not only to dissolve the association named in the bill, but that the defendants should be enjoined for the future.

PAINS TO SHOW DISSOLUTION.

The defendants, in bringing to the notice of the court the fact of the dissolution of the association, take pains to show that such dissolution had no connection or relation whatever with the pendency of this suit, and that the association was not terminated on that account. They do not admit the illegality of the agreement, nor do they allege their purpose not to enter into a similar one in the immediate future. On the contrary, by their answers the defendants claim that the agreement is a perfectly proper, legitimate and salutary one, and that it or one like it is necessary to the prosperity of the companies. If the injunction were limited to the prevention of any action by the defendants under the particular agreement set out, or if the judgment were to be limited to the dissolution of the association mentioned in the bill, the relief obtained would be totally inadequate to the necessities of the occasion, provided an agreement of that nature were determined to be illegal. The injunction should go further, and enjoin defendants from entering into or acting under any similar agreement in the future. In other words, the relief granted should be adequate to the occasion.

As an answer to the fact of the dissolution of the association, it is shown on the part of the government that these very defendants, or most of them, immediately entered into a substantially similar agreement, which was to remain in force for a certain time, and under which the companies acted, and in regard to which it does not appear that they are not still acting. If the mere dissolution of the association worked an abatement of the suit as to all the defendants, as is the claim made on their part, it is plain that they have thus discovered an effectual means to prevent the judgment of this court being given upon the question really involved in the case. The defendants having succeeded in the court below, it would only be necessary thereafter to dissolve their association and instantly form another of a similar kind, and the fact of the dissolution would prevent an appeal to this court or procure its dismissal if taken. This result does not and ought not to follow. Although the general rule is that equity does not interfere simply to restrain a possible future violation of law, yet where parties have entered into an illegal agreement and are acting under it, and there is no adequate remedy at law and the jurisdiction of the court has attached by

the filing of a bill to restrain such or any like action under a similar agreement, and a trial has been had, and judgment entered, the appellate jurisdiction of this court is not ousted by a simple dissolution of the association, effected subsequently to the entry of judgment in the suit.

DIFFERENCE IN PRIVATE CONTROVERSIES.

Private parties may settle their controversies at any time, and rights which a plaintiff may have had at the time of the commencement of the action may terminate before judgment is obtained or while the case is on appeal, and in any such case the court, being informed of the facts, will proceed no further in the action. Here, however, there has been no extinguishment of the rights (whatever they are) of the public, the enforcement of which the government has endeavored to procure by a judgment of a court under the provisions of the act of congress above cited. The defendants can not foreclose those rights nor prevent the assertion thereof by the government as a substantial trustee for the public under the act of congress, by any such action as has been taken in this case. By designating the agreement in question as illegal and the alleged combination as an unlawful one, we simply mean to say that such is the character of the agreement as claimed by the government. That question the government has the right to bring before the court and obtain its judgment thereon. Whether the agreement is of that character is the question herein to be decided.

We think, therefore, the first ground urged by defendants for the dismissal of the appeal is untenable

We have no difficulty either in sustaining the jurisdiction of this court in regard to the second ground, that of the amount in controversy in the suit.

The bill need not state in so many words, that a certain amount exceeding \$1,000 is in controversy in order that this court may have jurisdiction on appeal. The statutory amount must as a matter of fact be in controversy, yet that fact may appear by affidavit after the appeal is taken to this court, (*Whiteside v. Haselton*, 110 U. S. 296; 4 Sup. Ct., 1; *Red River Cattle Company v. Needham*, 137 U. S. 632; 11 Sup. Ct., 208), or it may be made to appear in such other manner as shall establish it to the satisfaction of the court. A stipulation between the parties as to the amount is not controlling, but in the discretion of the court it may be regarded in a particular case, and with reference to the other facts appearing in the record as sufficient proof of the amount in controversy to sustain the jurisdiction of this court.

RESTRAINT OF TRADE APPARENT.

The bill shows here an agreement entered into (as stated in the agreement itself) for the purpose of maintaining reasonable rates to be received by each company executing the agreement, and the stipulation entered into between the parties hereto shows that the daily freight charges on interstate shipments collected by the railway companies at points where they compete with each other were, at the time of the making of the agreement mentioned in the pleadings herein and have been since, more than \$1,000. This agreement so made, the government alleges, is illegal as being in restraint of trade, and was entered into between the companies for the purpose of enhancing the freight rates. The companies, while denying the illegality of the agreement or its purpose to be other than to maintain reasonable rates, yet allege that without some such agreement competition between them for traffic would be so severe as to cause

great losses to each defendant and possibly ruin the companies represented in the agreement. Such a result, it is claimed, is avoided by reason of the agreement.

Upon the existence, therefore, of this or some similar agreement directly depends, as is alleged, the prosperity if not the life of each company. It must follow that an amount much more than \$1,000 is involved in the maintenance of the agreement or in the right to maintain it or something like it. These facts, appearing in the record and the stipulation, show that the right involved is a right which is of the requisite pecuniary value. A reduction of the rates by only the fractional part of 1 per cent would, in the aggregate, amount to over \$1,000 in a very few days. This is sufficient to give the court jurisdiction on appeal. (*South Carolina v. Seymour*, 153 U. S., 353, 357; 14 Sup. Ct., 871.) There is directly involved in this suit the validity and the life of this agreement, or one similar to it. Out of this agreement directly springs the ability as well as the right to maintain these rates, and each company is interested in maintaining the validity of the agreement to the same extent as all the others. As against the agreement the government represents the interests of the public, and thus the parties stand opposed to each other—the one in favor of dissolving and the other of maintaining the agreement.

Unlike the case of *Gibson v. Shufeldt* (122 U. S., 27; 7 Sup. Ct., 1066), and the cases therein cited in the opinion of the court delivered by Mr. Justice Gray, the defendants here are jointly interested in the question, and it is not the case of a fund amounting to more than the requisite sum which is to be paid to different parties in sums less than the jurisdictional amount.

For the reasons above stated, we think the jurisdictional fact in regard to each defendant appears plainly and necessarily from the record and the stipulation, and that the duty is thus laid upon this court to entertain the appeal.

TWO QUESTIONS ARE THE APPLICATION OF THE TRUST ACT AND THE RELATION
OF THE RAILWAY COMPACT.

Coming to the merits of the suit, there are two important questions which demand our examination. They are, first, whether the above cited act of congress (called herein the trust act) applies to and covers common carriers by railroad; and, if so, second, does the agreement set forth in the bill violate any provision of that act?

As to the first question:

The language of the act includes every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several states or with foreign nations. So far as the very terms of the statute go, they apply to any contract of the nature described. A contract, therefore, that is in restraint of trade or commerce is by the strict language of the act prohibited, even though such contract is entered into between competing common carriers by railroad, and only for the purposes of thereby affecting traffic rates for the transportation of persons and property. If such an agreement restrain trade or commerce it is prohibited by the statute, unless it can be said that an agreement, no matter what its terms, relating only to transportation cannot restrain trade or commerce. We see no escape from the conclusion that if any agreement of such a nature does restrain it the agreement is condemned by this act.

It cannot be denied that those who are engaged in the transportation of persons or property from one state to another are engaged in interstate commerce

and it would seem to follow that if such persons enter into agreements between themselves in regard to the compensation to be secured from the owners of the articles transported, such agreement would at least relate to the business of commerce, and might more or less restrain it. The point urged on the defendants' part is that the statute was not really intended to reach that kind of an agreement relating only to traffic rates entered into by competing common carriers by railroad; that it was intended to reach only those who were engaged in the manufacture or sale of articles of commerce, and who by means of trusts, combinations and conspiracies were engaged in affecting the supply or the price or the place of manufacture of such articles. The terms of the act do not bear out such construction. Railroad companies are instruments of commerce and their business is commerce itself. (*State Freight Tax Case*, 15 Wall, 232, 275; *Telegraph Company v. Texas*, 105 United States, 460 at 464) An act which prohibits the making of every contract, etc., in restraint of trade or commerce among the several states, would seem to cover by such language a contract between competing railroads, and relating to traffic rates for the transportation of articles of commerce between the states; provided such contract by its direct effect produces a restraint of trade or commerce. What amounts to a restraint within the meaning of the act if thus construed need not now be discussed.

CASE OF THE SUGAR TRUST.

We have held that the trust act did not apply to a company engaged in one state in the refining of sugar under the circumstances detailed in the case of the *United States v. E. C. Knight Company* (156 U. S., 1; 15 Sup. Ct., 249), because the refining of sugar under those circumstances bore no distinct relation to commerce between the states or with foreign nations. To exclude agreements as to rates by competing railroads for the transportation of articles of commerce between the states would leave little for the act to take effect upon.

Nor do we think that because the sixth section does not forfeit the property of the railroad company when merely engaged in the transportation of property owned under and which was the subject of a contract or combination mentioned in the first section, any ground is shown for holding the rest of the act inapplicable to carriers by railroad. It is not perceived why, if the rest of the act were intended to apply to such a carrier, the sixth section ought necessarily to have provided for the seizure and condemnation of the locomotives and cars of the carrier engaged in the transportation between the states of those articles of commerce owned as stated in that sixth section. There is some justice and propriety in forfeiting those articles, but we see none in forfeiting the locomotives or cars of the carrier simply because such carrier was transporting articles as described from one state to another, even though the carrier knew that they had been manufactured or sold under a contract or combination in violation of the act. In the case of a simple transportation of such articles the carrier would be guilty of no violation of any of the provisions of the act. Why, therefore, would it follow that the sixth section should provide for the forfeiture of the property of the carrier if the rest of the act was intended to apply to it? To subject the locomotives and cars to forfeiture under such circumstances might also cause great confusion to the general business of the carrier and in that way inflict unmerited punishment upon the innocent owners of other property in the course of transportation in the same cars and drawn by the same locomotives. If the company itself violates the act, the penalties are sufficient as provided for therein.

INTERSTATE COMMERCE ACT'S RELATION.

But it is maintained that an agreement like the one in question on the part of the railroad companies is authorized by the commerce act, which is a special statute applicable only to railroads, and that a construction of the trust act (which is a general act) so as to include within its provisions the case of railroads, carries with it the repeal by implication of so much of the commerce act as authorized the agreement. It is added that there is no language in the trust act which is sufficiently plain to indicate a purpose to repeal those provisions of the commerce act which permit the agreement, that both acts may stand, the special or commerce act as relating solely to railroads and their proper regulation and management, while the later and general act will apply to all contracts of the nature therein described, entered into by any one other than competing common carriers by railroad for the purpose of establishing rates of traffic for transportation. On a line with this reasoning it is said that if congress had intended to in any manner affect the railroad carrier as governed by the commerce act, it would have amended that act directly and in terms, and not have left it as a question of construction to be determined whether so important a change in the commerce statute had been accomplished by the passage of the statute relating to trusts.

DOES NOT WARRANT THE COMPACT.

The first answer to this argument is that, in our opinion, the commerce act does not authorize an agreement of this nature. It may not in terms prohibit, but it is far from conferring, either directly or by implication, any authority to make it. If the agreement be legal it does not owe its validity to any provision of the commerce act, and if illegal it is not made so by that act. The fifth section prohibits what is termed "pooling," but there is no express provision in the act prohibiting the maintenance of traffic rates among competing roads by making such an agreement as this, nor is there any provision which permits it. Prior to the passage of the act the companies had sometimes endeavored to regulate competition and to maintain rates by pooling arrangements, and in the act that kind of an arrangement was forbidden. After its passage other devices were resorted to for the purpose of curbing competition and maintaining rates. The general nature of a contract like the one before us is not mentioned in or provided for by the act. The provisions of that act look to the prevention of discrimination, to the furnishing of equal facilities for the interchange of traffic, to the rate of compensation for what is termed the long and the short haul, to the attainment of a continuous passage from the point of shipment to the point of destination, at a known and published schedule, and, in the language of counsel for the defendants, "without reference to the location of those points or the lines over which it is necessary for the traffic to pass," to procuring uniformity of rates charged by each company to its patrons, and to other objects of a similar nature. The act was not directed to the securing of uniformity of rates to be charged by competing companies, nor was there any provision therein as to a maximum or minimum of rates. Competing and non-connecting roads are not authorized by this statute to make an agreement like this one.

STATUTES ARE CONSISTENT.

As the commerce act does not authorize this agreement, argument against a repeal by implication of the provisions of the act which it is alleged grant such authority becomes ineffective. There is no repeal in the case, and both statutes may stand, as neither is inconsistent with the other.

It is plain, also, that an amendment of the commerce act would not be an appropriate method of enacting the legislation contained in the trust act, for the reason that the latter act includes other subjects in addition to the contracts of or combinations among railroads, and is addressed to the prohibition of other contracts besides those relating to transportation. The omission, therefore, to amend the commerce act furnishes no reason for claiming that the latter statute does not apply to railroad transportation. Although the commerce statute may be described as a general code for the regulation and government of railroads upon the subjects treated of therein, it cannot be contended that it furnishes a complete and perfect set of rules and regulations which are to govern them in all cases, and that any subsequent act in relation to them must, when passed, in effect amend or repeal some provision of that statute. The statute does not cover all cases concerning transportation by railroad and all contracts relating thereto. It does not purport to cover such an extensive field.

PURPOSE OF CONGRESS REVIEWED.

DEBATES AND OTHER CIRCUMSTANCES ATTENDING THE LAW'S ENACTMENT FAIL
TO IMPLY INTENDED EXEMPTION.

The existence of agreements similar to this one may have been known to congress at the time it passed the commerce act, although we are not aware from the record that an agreement of this kind had ever been made and publicly known prior to the passage of the commerce act. Yet if it had been known to congress, its omission to prohibit it at that time, while prohibiting the pooling arrangements, is no reason for assuming that when passing the trust act it meant to except all contracts of railroad companies in regard to traffic rates from the operation of such act. Congress, for its own reasons, even if aware of the existence of such agreements, did not see fit when it passed the commerce act to prohibit them with regard to railroad companies alone, and the act was not an appropriate place for general legislation on the subject. And at that time, and for several years thereafter, congress did not think proper to legislate upon the subject at all. Finally it passed this trust act, and in our opinion no obstacle to its application to contracts relating to transportation by railroads is to be found in the fact that the commerce act had been passed several years before, in which the entering into such agreements was not in terms prohibited.

It is also urged that the debates in congress show beyond a doubt that the act as passed does not include railroads. Counsel for defendants refer in considerable detail to its history from the time of its introduction in the senate to its final passage. As the act originally passed the senate the first section was in substance as it stands at present in the statute. On its receipt by the house that body proposed an amendment, by which it was in terms made unlawful to enter into any contract for the purpose of preventing competition in the transportation of persons or property. As thus amended the bill went back to the senate, which itself amended the amendment by making the act apply to any such contract as tended to raise prices for transportation above what was just and reasonable. This amendment by the senate of the amendment proposed by the house was disagreed to by that body. The amendments were then considered by conference committees, and the first conference committee reported to each house in

favor of the amendment of the senate. This report was disagreed to and another committee appointed, which agreed to strike out both amendments and leave the bill as it stood when it first passed the senate, and that report was finally adopted, and the bill thus passed.

WHAT THE DEBATES INDICATED.

Looking at the debates during the various times when the bill was before the senate and the house, both on its original passage by the senate and upon the report from the conference committees, it is seen that various views were declared in regard to the legal import of the act. Some of the members of the house wanted it placed beyond doubt or cavil that contracts in relation to the transportation of persons and property were included in the bill. Some thought the amendment unnecessary, as the language of the act already covered it, and some refused to vote for the amendment or for the bill if the amendments were adopted on the ground that it would then interfere with the interstate commerce act and tend to create confusion as to the meaning of each act. Senator Hoar (who was a member of the first committee of conference from the senate), when reporting the result arrived at by the judiciary committee recommending the adoption of the house amendment, said: "The other clause of the house amendment is that contracts or agreements entered into for the purpose of preventing competition in the transportation of persons or property from one state or territory into another shall be deemed unlawful. That the committee recommend shall be concurred in. We suppose that it is already covered by the bill as it stands; that is, that transportation is as much trade or commerce among the several states as the sale of goods in one state to be delivered in another, and, therefore, that it is covered already by the bill as it stands. But there is no harm in agreeing in an amendment which expressly describes it, and an objection to the amendment might be construed as if the senate did not mean to include it; so we let it stand."

HISTORY OF THE STATUTE.

Looking simply at the history of the bill from the time it was introduced in the senate until it was finally passed, it would be impossible to say what were the views of a majority of the members of each house in relation to the meaning of the act. It cannot be said that a majority of both houses did not agree with Senator Hoar in his views as to the construction to be given to the act as it passed the senate. All that can be determined from the debates and reports is that various members had various views, and we are left to determine the meaning of this act, as we determine the meaning of other acts, from the language used therein.

There is, too, a general acquiescence in the doctrine that debates in congress are not appropriate sources of information from which to discover the meaning of the language of a statute passed by that body. (*United States v. Union Pacific Railroad Company*, 91 U. S., 72, at 79; *Aldridge v. Williams*, 3 Howard, 9-24, Taney, Chief Justice; *Mitchell v. Great Works Milling and Manufacturing Company*, 2 Story, 648, at page 653; *Queen v. Hertford College*, 3 Q. B. D., 693, at page 707)

The reason is that it is impossible to determine with certainty what construction was put upon an act by the members of a legislative body that passed it by resorting to the speeches of individual members thereof. Those who did not speak may not have agreed with those who did; and those who spoke might

differ from each other; the result being that the only proper way to construe a legislative act is from the language used in the act, and upon occasion, by a resort to the history of the times when it was passed. (Cases cited, *supra*.) If such resort be had, we are still unable to see that the railroads were not intended to be included in this legislation.

CLAIMS OF CONGRESSIONAL INTENT.

It is said that congress had very different matters in view and very different objects to accomplish in the passage of the act in question; that a number of combinations in the form of trusts and conspiracies in restraint of trade were to be found throughout the country, and that it was impossible for the state governments to successfully cope with them because of their commercial character and of their business extension through the different states of the union. Among these trusts, it was said in congress, were the beef trust, the Standard Oil trust, the steel trust, the barbed fence wire trust, the sugar trust, the cordage trust, the cotton seed oil trust, the whisky trust, and many others, and these trusts, it was stated, had assumed an importance and had acquired a power which were dangerous to the whole country, and that their existence was directly antagonistic to its peace and prosperity. To combinations and conspiracies of this kind it is contended that the act in question was directed, and not to the combinations of competing railroads to keep up their prices to a reasonable sum for the transportation of persons and property. It is true that many and various trusts were in existence at the time of the passage of the act, and it was probably sought to cover them by the provisions of the act. Many of them had rendered themselves offensive by the manner in which they exercised the great power that combined capital gave them.

TRUSTS IN MANY FORMS.

But a further investigation of "the history of the times" shows also that those trusts were not the only associations controlling a great combination of capital which had caused complaint at the manner in which their business was conducted. There were many and loud complaints from some portions of the public regarding the railroads and the prices they were charging for the service they rendered, and it was alleged that the prices for the transportation of persons and articles of commerce were unduly and improperly enhanced by combinations among the different roads. Whether these complaints were well or ill-founded we do not presume at this time and under these circumstances to determine or to discuss. It is simply for the purpose of answering the statement that it was only to trusts of the nature above set forth that this legislation was directed, that the subject of the opinions of the people in regard to the actions of the railroad companies in this particular is referred to. A reference to this history of the times does not, as we think, furnish us with any strong reason for believing that it was only trusts that were in the minds of the members of congress, and that railroads and their manner of doing business were wholly excluded therefrom.

RULES FOR STATUTE CONSTRUCTION.

Our attention is also called to one of the rules for the construction of statutes which has been approved by this court; that while it is the duty of courts to ascertain the meaning of the legislature from the words used in the statute and the subject matter to which it relates, there is an equal duty to restrict the meaning of general words whenever it is found necessary to do so in order to

carry out the legislative intent. (*Brewer v. Blougher*, 14 Pet., 173, 198; *Petri v. National Bank of Chicago*, 142 U. S., 644, 650; 12 Sup. Ct., 325; *McKee v. United States*, 164 U. S., 287; 17 Sup. Ct., 92.) It is therefore urged that if by a strict construction of the language of this statute it may be made to include railroads, yet it is evident from other considerations now to be mentioned that the real meaning of the legislature would not include them, and they must for that reason be excluded. It is said that this meaning is plainly to be inferred because of the fundamental differences, both in an economic way and before the law, between trade and manufacture on the one hand and railroad transportation on the other. Among these differences is the public character of railroad business, and as a result the peculiar power of control and regulation possessed by the state over railroad companies. The trader or manufacturer, on the other hand, carries on an entirely private business and can sell to whom he pleases; he may charge different prices for the same article to different individuals; he may charge as much as he can get for the article in which he deals, whether the price be reasonable or unreasonable; he may make such discrimination in his business as he chooses, and he may cease to do any business whenever his choice lies in that direction; while, on the contrary, a railroad company must transport all persons and property that come to it, and it must do so at the same price for the same service, and the price must be reasonable, and it cannot at its will discontinue its business.

FREE COMPETITION AND ITS EFFECTS.

CLAIMS THAT ILLS ACCRUE TO RAILROADS THAT ARE UNKNOWN TO OTHER INDUSTRIAL VENTURES AND ENTERPRISES.

It is also urged that there are evils arising from unrestricted competition in regard to railroads which do not exist in regard to any other kind of property; that it is so admitted by the latest and best writers on the subject; and that practical experience of the results of unrestricted competition among railroads tends directly to the same view; that the difference between railroad property on the one hand, and all other kinds of property on the other hand, is so plain that entirely different economic results follow from unrestricted competition among railroads from those which obtain in regard to all other kinds of business. It is also said that the contemporaneous industrial history of the country, the legal situation in regard to railroad properties at the time of the enactment of this statute, its legislative history, the ancient and constantly maintained different legal effect and policy regarding railway transportation and ordinary trade and manufacture, together with a just regard for interests of such enormous magnitude as are represented by the railroads of the country, all tend to show that congress in passing the anti-trust act, never could have contemplated the inclusion of railroads within its provisions. It is, therefore, claimed to be the duty of the court, in carrying out the rule of statutory construction, above stated, to restrict the meaning of these general words of the statute which would include railroads, because from the considerations above mentioned it is plain that congress never intended that railroads should be included.

SOME FOUNDATION OF TRUTH.

Many of the foregoing assertions may be well founded, while at the same time the correctness of the conclusions sought to be drawn therefrom need not

be conceded. The points of difference between the railroad and other corporations are many and great. It cannot be disputed that a railroad is a public corporation, and its business pertains to and greatly affects the public, and that it is of a public nature. The company may not charge unreasonable prices for transportation, nor can it make unjust discriminations, nor select its patrons, nor go out of business when it chooses, while a mere trading or manufacturing company may do all these things. But the very fact of the public character of a railroad would itself seem to call for special care by the legislature in regard to its conduct, so that its business should be carried on with as much reference to the proper and fair interests of the public as possible. While the points of difference just mentioned and others do exist between the two classes of corporations, it must be remembered they also have some points of resemblance. Trading, manufacturing, and railroad corporations are all engaged in the transaction of business with regard to articles of trade and commerce, each in its special sphere, either in manufacturing, or trading in commodities, or in their transportation by rail. A contract among those engaged in the latter business by which the prices for the transportation of commodities traded in or manufactured by the others are greatly enhanced from what they otherwise would be if free competition were the rule, affects, and to a certain extent, restricts trade and commerce, and affects the price of the commodity. Of this there can be no question.

OTHER COMMERCIAL TRUSTS.

Manufacturing or trading companies may also affect prices by joining together in forming a trust or other combination, and by making agreements in restraint of trade and commerce, which, when carried out, affect the interests of the public. Why should not a railroad company be included in general legislation aimed at the prevention of that kind of agreement made in restraint of trade, which may exist in all companies, which is substantially of the same nature wherever found, and which tends very much toward the same results, whether put in practice by a trading and manufacturing or by a railroad company? It is true the results of trusts, or combinations of that nature may be different in different kinds of corporations, and yet they all have an essential similarity, and have been induced by motives of individual or corporate aggrandizement as against the public interest. In business or trading combinations they may even temporarily, or perhaps permanently, reduce the price of the article traded in or manufactured, by reducing the expense inseparable from the running of many different companies for the same purpose. Trade or commerce under those circumstances may, nevertheless, be badly and unfortunately restrained by driving out of business the small dealers and worthy men whose lives have been spent therein, and who might be unable to readjust themselves to their altered surroundings. Mere reduction in the price of the commodity dealt in might be dearly paid for by the ruin of such a class and the absorption of control over one commodity by an all-powerful combination of capital. In any great and extended change in the manner and method of doing business it seems to be an inevitable necessity that distress and perhaps ruin shall be its accompaniment in regard to some of those who were engaged in the old methods. A change from stage coaches and canal boats to railroads threw at once a large number of men out of employment; changes from hand labor to that of machinery and from operating machinery by hand to the application of steam for such purpose leave behind them for the time a number of men who must seek other avenues of livelihood.

These are misfortunes which seem to be the necessary accompaniment of all great industrial changes. It takes time to effect a readjustment of industrial life so that those who are thrown out of their old employment, by reason of such changes as we have spoken of, may find opportunities for labor in other departments than those to which they have been accustomed. It is a misfortune, but yet in such cases it seems to be the inevitable accompaniment of change and improvement.

USE OF A DANGEROUS POWER.

It is wholly different, however, when such changes are effected by combinations of capital, whose purpose in combining is to control the production or manufacture of any particular article in the market, and by such control dictate the price at which the article shall be sold, the effect being to drive out of business all the small dealers in the commodity and to render the public subject to the decision of the combination as to what price shall be paid for the article. In this light it is not material that the price of an article may be lowered. It is in the power of the combination to raise it, and the result in any event is unfortunate for the country by depriving it of the services of a large number of small but independent dealers who were familiar with the business and who had spent their lives in it, and who supported themselves and their families from the small profits realized therein. Whether they be able to find other avenues to earn their livelihood is not so material, because it is not for the real prosperity of any country that such changes should occur which result in transferring an independent business man, the head of his establishment, small though it might be, into a mere servant or agent of a corporation for selling the commodities which he once manufactured or dealt in, having no voice in shaping the business policy of the company and bound to obey orders issued by others. Nor is it for the substantial interests of the country that any one commodity should be within the sole power and subject to the sole will of one powerful combination of capital. Congress has, so far as its jurisdiction extends, prohibited all contracts or combinations in the form of trusts entered into for the purpose of restraining trade and commerce.

AGGREGATIONS OF A KIND.

The results naturally flowing from a contract or combination in restraint of trade or commerce, when entered into by a manufacturing or trading company such as above stated, while differing somewhat from those which may follow a contract to keep up transportation rates by railroads, are nevertheless of the same nature and kind, and the contracts themselves do not so far differ in their nature that they may not all be treated alike and be condemned in common. It is entirely appropriate generally to subject corporations or persons engaged in trading or manufacturing to different rules from those applicable to railroads in their transportation business, but when the evil to be remedied is similar in both kinds of corporations, such as contracts which are unquestionably in restraint of trade, we see no reason why similar rules should not be promulgated in regard to both, and both be covered in the same statute by general language sufficiently broad to include them both. We see nothing either in contemporaneous history, in the legal situation at the time of the passage of the statute, in its legislative history, or in any general difference in the nature or kind of these trading or manufacturing companies from railroad companies, which would lead us to the conclusion that it can not be supposed the legislature in prohibiting the making of contracts in restraint of trade intended to include railroads within the purview of that act.

STATUTE APPLIES TO RAILROADS.

Neither is the statute, in our judgment, so uncertain in its meaning or its language so vague that it ought not to be held applicable to railroads. It prohibits contracts, combinations, etc., in restraint of trade or commerce. Transporting commodities is commerce, and if from one state to or through another it is interstate commerce. To be reached by the federal statute it must be commerce among the several states or with foreign nations. When the act prohibits its contracts in restraint of trade or commerce, the plain meaning of the language used includes contracts which relate to either or both subjects. Both trade and commerce are included so long as each relates to that which is interstate or foreign. Transportation of commodities among the several states or with foreign nations falls within the description of the words of the statute with regard to that subject, and there is also included in that language that kind of trade in commodities among the states or with foreign nations which is not confined to their mere transportation. It includes their purchase and sale. Precisely at what point in the course of the trade in or manufacture of commodities the statute may have effect upon them or upon contracts relating to them may be somewhat difficult to determine, but interstate transportation presents no difficulties.

CITATION OF AUTHORITIES.

In *United States v. E. C. Knight Company* (156 U. S. 1; 15 Sup. Ct., 249), heretofore cited, it was in substance held, reiterating the language of Mr. Justice Lamar in *Kidd v. Pearson* (128 U. S. 1; 9 Sup. Ct., 6), that the intent to manufacture or export a manufactured article to foreign nations or to send it to another state did not determine the time when the article or product passed from the control of the state and belonged to commerce. The difficulty in determining that question, however, is no reason for denying effect to language which, by its terms, plainly includes the transportation of commodities among the several states or with foreign nations, and which may also be the subject of contracts or combinations in restraint of such commerce. The difficulty of the subject, so far as the trade in or the manufacture of commodities is concerned, arises from the limited control which congress has over the matter of trade or manufacture. It was said by Mr. Justice Lamar in *Kidd v. Pearson* (supra): "If it be held that the term (commerce) includes the regulation of all such manufactures as are intended to be the subject of commercial transactions in the future, it is impossible to deny that it would also include the productive industries that contemplate the same thing. The result would be that congress would be invested, to the exclusion of the states, with the power to regulate, not only manufactures, but also agriculture, horticulture, stock raising, domestic, fisheries, and mining—in short, every branch of human industry."

In the *Knight Company* case (supra) it was said that this statute applied to monopolies in restraint of interstate or international trade or commerce, and not to monopolies in manufacture even of a necessary of life. It is readily seen from these cases that if the act does not apply to the transportation of commodities by railroads from one state to another or to foreign nations, its application is so greatly limited that the whole act might as well be held inoperative.

Still another ground for holding the act inapplicable is urged, and that is that the language covers only contracts or combinations like trusts or those which, while not exactly trusts, are otherwise of the same form or nature. This is clearly not so.

While the statute prohibits all combinations in the form of trusts or otherwise, the limitation is not confined to that form alone. All combinations which are in restraint of trade or commerce are prohibited, whether in the form of trusts or in any other form whatever.

We think, after a careful examination, that the statute covers, and was intended to cover, common carriers by railroad.

MATTER OF APPLYING THE STATUTE.

MEANING OF THE LANGUAGE REFERRING TO CONTRACTS IN RESTRAINT OF INTER-STATE TRADE OR COMMERCE.

Second.—The next question to be discussed is as to what is the true construction of the statute, assuming that it applies to common carriers by railroad. What is the meaning of the language as used in the statute, that "every contract, combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce among the several states or with foreign nations, is hereby declared to be illegal?" Is it confined to a contract or combination which is only in unreasonable restraint of trade or commerce, or does it include what the language of the act plainly and in terms covers all contracts of that nature?

We are asked to regard the title of this act as indicative of its purpose to include only those contracts which were unlawful at common law, but which require the sanction of a federal statute in order to be dealt with in a federal court. It is said that when terms which are known to the common law are used in a federal statute those terms are to be given the same meaning that they received at common law, and that when the language of the title is "to protect trade and commerce against unlawful restraints and monopolies," it means those restraints and monopolies which the common law regarded as unlawful, and which were to be prohibited by the federal statute. We are of opinion that the language used in the title refers to and includes, and was intended to include, those restraints and monopolies which are made unlawful in the body of the statute. It is to the statute itself that resort must be had to learn the meaning thereof, though a resort to the title here creates no doubt about the meaning of and does not alter the plain language contained in its text.

PHRASEOLOGY'S CLEAR IMPORT.

It is now with much amplification of argument urged that the statute in declaring illegal every combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce, does not mean what the language used therein plainly imports, but that it only means to declare illegal any such contract which is in unreasonable restraint of trade, while leaving all others unaffected by the provisions of the act; that the common law meaning of the term "contract in restraint of trade" includes only such contracts as are in unreasonable restraint of trade, and when that term is used in the federal statute it is not intended to include all contracts in restraint of trade, but only those which are in unreasonable restraint thereof.

The term is not of such limited signification. Contracts in restraint of trade have been known and spoken of for hundreds of years both in England and in this country, and the term includes all kinds of those contracts which in fact restrain or may restrain trade. Some of such contracts have been held void and

unenforceable in the courts by reason of their restraint being unreasonable, while others have been held valid because they were not of that nature. A contract may be in restraint of trade and still be valid at common law. Although valid, it is nevertheless a contract in restraint of trade, and would be so described either at common law or elsewhere. By the simple use of the term contract in restraint of trade, all contracts of that nature, whether valid or otherwise, would be included, and not alone that kind of contract which was invalid and unenforceable as being in unreasonable restraint of trade. When, therefore, the body of an act pronounces as illegal every contract or combination in restraint of trade or commerce among the several states, etc., the plain and ordinary meaning of such language is not limited to that kind of contract alone which is in unreasonable restraint of trade, but all contracts are included in such language, and no exception or limitation can be added without placing in the act that which has been omitted by congress.

SUPPOSING A CASE.

Proceeding, however, upon the theory that the statute did not mean what its plain language imported, and that it intended in its prohibition to denounce as illegal only those contracts which were in unreasonable restraint of trade, the courts below have made an exhaustive investigation as to the general rules which guide courts in declaring contracts to be void as being in restraint of trade, and therefore against the public policy of the country. In the course of their discussion of that subject they have shown that there has been a gradual though great alteration in the extent of the liberty granted to the vendor of property in agreeing, as part consideration for his sale, not to enter into the same kind of business for a certain time or within a certain territory. So long as the sale was the bona fide consideration for the promise and was not made a mere excuse for an evasion of the rule itself, the later authorities, both in England and in this country, exhibit a strong tendency towards enabling the parties to make such a contract in relation to the sale of property, including an agreement not to enter into the same kind of business, as they may think proper, and this with the view to granting to a vendor the freest opportunity to obtain the largest consideration for the sale of that which is his own. A contract which is the mere accompaniment of the sale of property, and thus entered into for the purpose of enhancing the price at which the vendor sells it, which in effect is collateral to such sale, and where the main purpose of the whole contract is accomplished by such sale, might not be included, within the letter or spirit of the statute in question. But we cannot see how the statute can be limited, as it has been by the courts below, without reading into its text an exception which alters the natural meaning of the language used, and that, too, upon a most material point, and where no sufficient reason is shown for believing that such alteration would make the statute more in accord with the intent of the law-making body that enacted it.

ARGUMENT OF DEFENDANTS.

The great stress of the argument for the defendants on this branch of the case has been to show, if possible, some reason in the attendant circumstances, or some facts existing in the nature of railroad property and business upon which to found the claim, that although by the language of the statute agreements or combinations in restraint of trade or commerce are included, the statute really means to declare illegal only those contracts, etc., which are in unreasonable restraint of trade. In order to do this the defendants call attention to

many facts which they have already referred to in their argument, upon the point that railroads were not included at all in the statute. They again draw attention to the fact of the peculiar nature of railroad property. When a railroad is once built, it is said it must be kept in operation; it must transport property, when necessary in order to keep its business, at the smallest price and for the narrowest profit, or even for no profit, provided running expenses can be paid, rather than not to do the work; that railroad property cannot be altered for use for any other purpose, at least without such loss as may fairly be called destructive; that competition, while perhaps right and proper in other business, simply leads in railroad business to financial ruin and insolvency, and to the operation of the road by receivers in the interest of its creditors instead of in that of its owners and the public; that a contest between a receiver of an insolvent corporation and one which is still solvent tends to ruin the latter company, while being of no benefit to the former; that a receiver is only bound to pay operating expenses so he can compete with the solvent company and oblige it to come down to prices incompatible with any profit for the work done, and until ruin overtakes it to the destruction of innocent stockholders and the impairment of the public interest.

To the question why competition should necessarily be conducted to such an extent as to result in this relentless and continued war, to eventuate only in the financial ruin of one or all of the companies indulging in it, the answer is made that if competing railroad companies be left subject to the sway of free and unrestricted competition the results above foreshadowed necessarily happen from the nature of the case; that competition being the rule, each company will seek business to the extent of its power, and will underbid its rival in order to get the business, and such underbidding will act and react upon each company until the prices are so reduced as to make it impossible to prosper or live under them; that it is too much to ask of human nature for one company to insist upon charges sufficiently high to afford a reasonable compensation, and while doing so to see its patrons leave for rival roads who are obtaining its business by offering less rates for doing it than can be afforded and a fair profit obtained therefrom. Sooner than experience ruin from mere inanition, efforts will be made in the direction of meeting the underbidding of its rival until both shall end in ruin.

COMBINATION AS A REFUGE.

The only refuge, it is said, from this wretched end lies in the power of competing roads agreeing among themselves to keep up prices for transportation to such sums as shall be reasonable in themselves, so that companies may be allowed to save themselves from themselves, and to agree not to attack each other, but to keep up reasonable and living rates for the services performed. It is said that as railroads have a right to charge reasonable rates it must follow that a contract among themselves to keep up their charges to that extent is valid. Viewed in the light of all these facts it is broadly and confidently asserted that it is impossible to believe that congress or any other intelligent and honest legislative body could ever have intended to include all contracts or combinations in restraint of trade, and as a consequence thereof to prohibit competing railways from agreeing among themselves to keep up prices for transportation to such a rate as should be fair and reasonable.

These arguments, it must be confessed, bear with much force upon the policy of an act which should prevent a general agreement upon the question of rates among competing railroad companies to the extent simply of maintaining those rates which were reasonable and fair.

WHAT IS UNREASONABLE RESTRAINT?

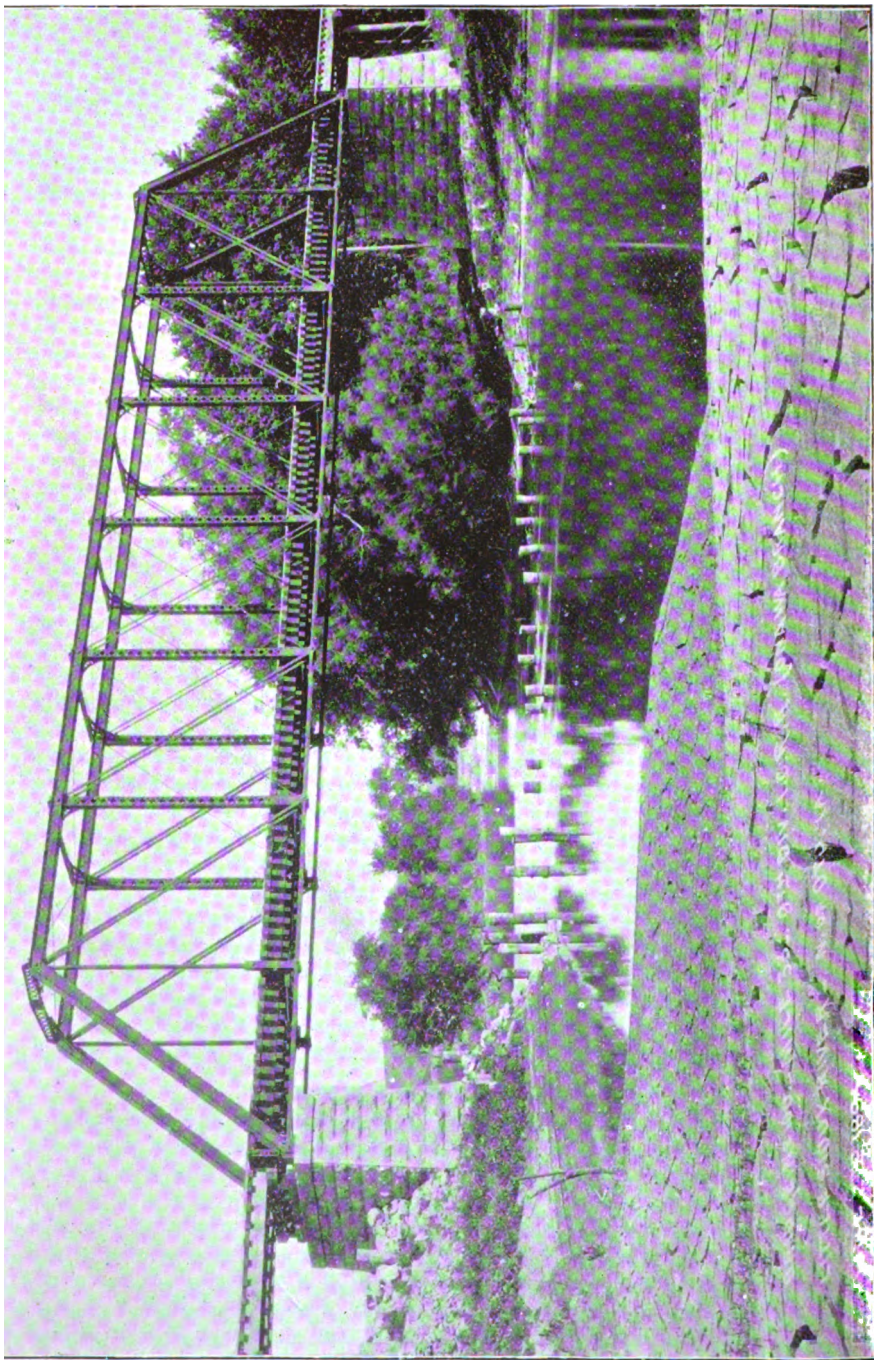
SIDE LIGHTS ON THE SITUATION WHICH MUST BE REGARDED IN REACHING AN
EQUITABLE DETERMINATION.

There is another side to this question, however, and it may not be amiss to refer to one or two facts which tend to somewhat modify and alter the light in which the subject should be regarded. If only that kind of contract which is unreasonable restraint of trade be within the meaning of the statute, and declared therein to be illegal, it is at once apparent that the subject of what is a reasonable rate is attended with great uncertainty. What is a proper standard by which to judge the fact of reasonable rates? Must the rate be so high as to enable the return for the whole business done to amount to a sum sufficient to afford the shareholder a fair and reasonable profit upon his investment? If so what is a fair and reasonable profit? That depends sometimes upon the risk incurred, and the rate itself differs in different localities; which is the one to which reference is to be made as the standard? Or is the reasonableness of the profit to be limited to a fair return upon the capital that would have been sufficient to build and equip the road if honestly expended?

Or is still another standard to be created, and the reasonableness of the charges tried by the cost of the carriage of the article and a reasonable profit allowed on that? And in such a case would contribution to a sinking fund to make repairs upon the roadbed and renewal of cars, etc., be assumed as a proper item? Or is the reasonableness of the charge to be tested by reference to the charges for the transportation of the same kind of property made by other roads similarly situated? If the latter, a combination among such roads as to rates would, of course, furnish no means of answering the question. It is quite apparent, therefore, that it is exceedingly difficult to formulate even the terms of the rule itself which should govern in the matter of determining what would be reasonable rates for transportation. While even after the standard should be determined there is such an infinite variety of facts entering into the question of what is a reasonable rate, no matter what standard is adopted, that any individual shipper would in most cases be apt to abandon the effort to show the unreasonable character of a charge sooner than hazard the great expense in time and money necessary to prove the fact, and at the same time incur the ill will of the road itself in all his future dealings with it. To say, therefore, that the act excludes agreements which are not in unreasonable restraint of trade, and which tend simply to keep up reasonable rates for transportation, is substantially to leave the question of reasonableness to the companies themselves.

RAILWAYS ARE PUBLIC CORPORATIONS.

It must also be remembered that railways are public corporations organized for public purposes, granted valuable franchises and privileges, among which the right to take the private property of the citizen in invitum is not the least. (*Cherokee Nation v. Southern Kansas Railway Company*, 135 U. S. 641, 657; 10 Sup. Ct. 965) that many of them are the donees of large tracts of public lands and of gifts of money by municipal corporations, and that they all primarily owe duties to the public of a higher nature even than that of earning large dividends for their shareholders. The business which the railroads do is of a public nature, closely affecting almost all classes in the community—the farmer, the artisan, the manufacturer and the trader. It is of such a public nature that it may well be doubted, to say the least, whether any contract which imposes any restraint upon its business would not be prejudicial to the public interest.



ILLINOIS CENTRAL.
Bridge over Little Sioux river, Onawa branch.

We recognize the argument upon the part of the defendants that restraint upon the business of railroads will not be prejudicial to the public interest so long as such restraint provides for reasonable rates for transportation and prevents the deadly competition so liable to result in the ruin of the roads and to thereby impair their usefulness to the public, and in that way to prejudice the public interest. But it must be remembered that these results are by no means admitted with unanimity; on the contrary, they are earnestly and warmly denied on the part of the public and by those who assume to defend its interests both in and out of congress. Competition, they urge, is a necessity for the purpose of securing in the end just and proper rates.

GAS CASE IN ILLUSTRATION.

It was said in *Gibbs v. Baltimore Gas Company* (130 U. S. 396, at page 408,) by Mr. Chief Justice Fuller, as follows: "The supply of illuminating gas is a business of a public nature to meet a public necessity. It is not a business like that of an ordinary corporation engaged in the manufacture of articles that may be furnished by individual effort. (*New Orleans Gas Company v. Louisiana Light Company*, 115 U. S. 650; *Louisville Gas Company v. Citizens' Gas Company*, 115 U. S. 663; *Shepard v. Milwaukee Gas Company*, 6 Wisconsin, 539; *Chicago Gas Light and Coke Company v. People's Gas Light and Coke Company*, 121 Illinois, 530; *St. Louis v. St. Louis Gas Light Company*, 70 Missouri, 69.) Hence, while it is justly urged that those rules which say that a given contract is against public policy should not be arbitrarily extended so as to interfere with the freedom of contract (*Printing, etc., Registering Company v. Samson*, L. R. 19 Eq. 462), yet in the instance of business of such a character that it presumably can not be restrained to any extent whatever without prejudice to the public interest, courts decline to enforce or sustain contracts imposing such restraint, however partial, because in contravention of public policy. This subject is much considered, and the authorities cited in *West Virginia Transportation Company v. Ohio River Pipe Line Company* (22 W. Va. 600); *Chicago, etc., Gas Company v. People's Gas Company* (121 Illinois, 530); *Western Union Telegraph Company v. American Union Telegraph Company* (65 Georgia, 160)."

It is true in the *Gibbs* case there was a special statute which prohibited the company from entering into any consolidation, combination, or contract with any other gas company whatever, and it was provided that any attempt to do so or to make such combination or contract should be utterly null and void. The above extract from the opinion of the court is made for the purpose of showing the difference which exists between a private and a public corporation; that kind of a public corporation which, while doing business for remuneration is yet so connected in interest with the public as to give a public character to its business, and it is seen that while, in the absence of a statute prohibiting them, contracts of private individuals or corporations touching upon restraints in trade must be unreasonable in their nature to be held void, different considerations obtain in the case of public corporations like those of railroads, where it well may be that any restraint upon a business of that character as affecting its rates of transportation must thereby be prejudicial to the public interests.

CASES WHICH ARE INSTRUCTIVE.

The plaintiffs are, however, under no obligation to maintain this action to show that by the common law all agreements among competing railroad companies to keep up rates to such as are reasonable were void as in

restraint of trade or commerce. There are many cases which look in that direction if they do not precisely decide that point. Some of them are referred to in the opinion in the Baltimore Gas Company case, above cited. The case of the Mogul Steamship Company v. McGregor (21 Q. B. D. 544; 23 Do 598; 1892. Appeal cases 25) has been cited by the courts below as holding in principle that contracts of this nature are valid at common law. The agreement held valid there was an agreement for lowering rates of transportation among the parties thereto, and it was entered into for the purpose of driving out of trade rival steamships in order that thereafter the rates might be advanced. The English courts held that the agreement was not a conspiracy, and that it was valid, although the result aimed at was to drive a rival out of the field, because, so long as the injury to such rival was not the sole reason for the agreement, but self-interest the predominating motive, there was nothing wrong in law with an agreement of that kind. But assuming that agreements of this nature are not void at common law and that the various cases cited by the learned courts below show it, the answer to the statement of their validity now is to be found in the terms of the statute under consideration. The provisions of the interstate commerce act relating to reasonable rates, discriminations, etc., do not authorize such an agreement as this, nor do they authorize any other agreements which would be inconsistent with the provisions of this act.

GENERAL REASONS FOR INVALIDITY.

COMMON LAW AS WELL AS STATUTES TEND STRONGLY AGAINST SUCH AGREEMENTS AS THAT IN VIEW.

The general reasons for holding agreements of this nature to be invalid even at common law on the part of railroad companies are quite strong, if not entirely conclusive.

Considering the public character of such corporations, the privileges and franchises which they have received from the public in order that they might transact business, and bearing in mind how closely and immediately the question of rates for transportation affects the whole public, it may be urged that congress had in mind all the difficulties which we have before suggested of proving the unreasonableness of the rate, and might, in consideration of all the circumstances, have deliberately decided to prohibit all agreements and combinations in restraint of trade or commerce, regardless of the question whether such agreements were reasonable or the reverse.

JUDGE SHIRAS IS QUOTED.

It is true that, as to a majority of those living along its line, each railroad is a monopoly. Upon the subject now under consideration it is well said by Judge Oliver P. Shiras, United States district judge, northern district of Iowa, in his very able dissenting opinion in this case in the United States circuit court of appeals, as follows:

"As to the majority of the community living along its line, each railway company has a monopoly of the business demanding transportation as one of its elements. By reason of this fact the action of this corporation in establishing the rates to be charged largely influences the net profit coming to the farmer, the manufacturer and the merchant from the sale of the products of the farm, the

workshop and manufactory, and of the merchandise purchased and resold, and also largely influences the price to be paid by everyone who consumes any of the property transported over the line of railway. There is no other line of business carried on in our midst which is so intimately connected with the public as that conducted by the railways of the country. * * * A railway corporation engaged in the transportation of the persons and property of the community is always carrying on a public business which at all times directly affects the public welfare. All contracts or combinations entered into between railway corporations intended to regulate the rates to be charged the public for the service rendered, must of necessity affect the public interests. By reason of this marked distinction existing between enterprises inherently public in their character and those of a private nature, and further by reason of the difference between private persons and corporations engaged in private pursuits, who owe no direct or primary duty to the public and public corporations created for the express purpose of carrying on public enterprises, and which, in consideration of the public powers exercised in their behalf, are under obligations to carry on the work intrusted to their management primarily in the interest and for the benefit of the community, it seems clear to me that the same test is not applicable to both classes of business and corporations in determining the validity of contracts and combinations entered into by those engaged therein. * * * In the opinion of the court are found citations from the reports of the interstate commerce commission in which are depicted the evils that are occasioned to the railway companies and the public by warfares over rate charges, and the advantages that are gained in many directions by proper conference and concert of action among the competing lines.

METHODS MAY BE DEvised.

"It may be entirely true that as we proceed in the development of the policy of public control over the railway traffic, methods will be devised and put in operation by legislative enactment whereby railway companies and the public may be protected against the evils arising from unrestricted competition and from rate wars which unsettle the business of the community, but I fail to perceive the force of the argument that because railway companies through their own action cause evils to themselves and the public by sudden changes or reductions in tariff rates they must be permitted to deprive the community of the benefit of competition in securing reasonable rates for the transportation of the products of the country. Competition, free and unrestricted, is the general rule which governs all the ordinary business pursuits and transactions of life. Evils, as well as benefits, result therefrom. In the fierce heat of competition the stronger competitor may crush out the weaker; fluctuations in prices may be caused that result in wreck and disaster; yet, balancing the benefits as against the evils, the law of competition remains as a controlling element in the business world. That free and unrestricted competition in the matter of railroad charges may be productive of evils does not militate against the fact that such is the law now governing the subject. No law can be enacted nor system be devised for the control of human affairs that in its enforcement does not produce some evil results, no matter how beneficial its general purpose may be. There are benefits and there are evils which result from the operation of the law of free competition between railway companies. The time may come when the companies will be relieved from the operation of this law, but they cannot, by combination and agreements among themselves, bring about this change. The fact that the provision of the interstate commerce act may have changed in many respects the

conduct of the companies in the carrying on of the public business they are engaged in does not show that it was the intent of congress, in the enactment of that statute, to clothe railway companies with the right to combine together for the purpose of avoiding the effects of competition on the subject of rates."

The whole opinion is a remarkably strong presentation of the views of the learned judge who wrote it.

EXAGGERATE COMPETITION'S ILLS.

Still, again, it is answered that the effects of free competition among railroad companies, as described by the counsel for the companies themselves in the course of their argument, are greatly exaggerated. According to that argument, the moment an agreement of this nature is prohibited the railroads commence to cut their rates, and they cease only with their utter financial ruin, leaving, perhaps, one to raise rates indefinitely when its rivals have been driven away. It is said that this is a most overdrawn statement, and that while absolutely free competition may have in some instances and for a time resulted in injury to some of the railroads, it is not at all clear that the general result has been other than beneficial to the whole public, and not in the long run detrimental to the prosperity of the roads. It is matter of common knowledge that agreements as to rates have been continually made of late years, and that complaints of each company in regard to the violation of such agreements by its rivals have been frequent and persistent. Rate wars go on notwithstanding any agreement to the contrary, and the struggle for business among competing roads keeps on, and in the nature of things will keep on, any alleged agreement to the contrary notwithstanding, and it is only by the exercise of good sense and by the presence of a common interest that railroads, without entering into any affirmative agreement in regard thereto, will keep within the limit of exacting a fair and reasonable return for services rendered. These agreements have never been found really effectual for any extended period.

INTERSTATE COMMISSION QUOTED.

The interstate commerce commission, from whose reports quotations have been quite freely made by counsel for the purpose of proving the views of its learned members in regard to this subject, has never distinctly stated that agreements among competing railroads to maintain prices are to be commended, or that the general effect is to be regarded as beneficial. They have stated in their fourth annual report that competition may degenerate into rate wars, and that such wars are as unsettling to the business of the country as they are mischievous to the carriers, and that the spirit of existing law is against them. They then add: "Agreements between railway companies which from time to time they have entered into with a view to prevent such occurrences have never been found effectual, and for the very sufficient reason, that the mental reservations in forming them have been quite as numerous and more influential than the written stipulations." It would seem true, therefore, that there is no guaranty of financial health to be found in entering into agreements for the maintenance of rates, nor is financial ruin or insolvency the necessary result of their absence.

The claim that the company has the right to charge reasonable rates, and that, therefore, it has the right to enter into a combination with competing roads to maintain such rates, cannot be admitted. The conclusion does not follow from an admission of the premise. What one company may do in the way

of charging reasonable rates is radically different from entering into an agreement with other and competing roads to keep up the rates to that point. If there be any competition the extent of the charge for the service will be seriously affected by that fact. Competition will itself bring charges down to what may be reasonable, while in the case of an agreement to keep prices up, competition is allowed no play; it is shut out, and the rate is practically fixed by the companies themselves by virtue of the agreement, so long as they abide by it.

As a result of this review of the situation, we find two very widely divergent views of the effects which might be expected to result from declaring illegal all contracts in restraint of trade, etc.; one side predicting financial disaster and ruin to competing railroads, including thereby the ruin of shareholders, the destruction of immensely valuable properties, and the consequent prejudice to the public interest; while on the other side predictions equally earnest are made that no such mournful results will follow, and it is urged that there is a necessity, in order that the public interest may be fairly and justly protected, to allow free and open competition among railroads upon the subject of the rates for the transportation of persons and property.

COURT REFUSES TO "READ INTO THE ACT" AN EXCEPTION NOT PLACED THERE BY LEGISLATIVE ACT.

The arguments which have been addressed to us against the inclusion of all contracts in restraint of trade, as provided for by the language of the act, have been based upon the alleged presumption that congress, notwithstanding the language of the act, could not have intended to embrace all contracts, but only such contracts as were in unreasonable restraint of trade. Under these circumstances we are therefore asked to hold that the act of congress excepts contracts which are not in unreasonable restraint of trade, and which only keep rates up to a reasonable price, notwithstanding the language of the act makes no such exception. In other words, we are asked to read into the act by way of judicial legislation an exception that is not placed there by the lawmaking branch of the government, and this is to be done upon the theory that the impolicy of such legislation is so clear that it cannot be supposed congress intended the natural import of the language it used. This we cannot and ought not to do. That impolicy is not so clear, nor are the reasons for the exception so potent as to permit us to interpolate an exception into the language of the act, and to thus materially alter its meaning and effect. It may be that the policy evidenced by the passage of the act itself will, if carried out, result in disaster to the roads and in a failure to secure the advantages sought from such legislation. Whether that will be the result or not we do not know and cannot predict. These considerations are, however, not for us.

REMEDY LIES WITH CONGRESS.

If the act ought to read as contended for by defendants, congress is the body to amend it and not this court, by a process of judicial legislation wholly unjustifiable. Large numbers do not agree that the view taken by defendants is sound or true in substance, and congress may and very probably did share in that belief in passing the act. The public policy of the government is to be found in its statutes, and when they have not directly spoken, then in the decisions of the courts and the constant practice of the government officials; but when the lawmaking power speaks upon a particular subject, over which it has constitutional power to legislate, public policy in such a case is what the statute

enacts. If the law prohibit any contract or combination in restraint of trade or commerce, a contract or combination made in violation such a law is void, whatever may have been theretofore decided by the courts to have been the public policy of the country on that subject.

The conclusion which we have drawn from the examination above made into the question before us is that the anti-trust act applies to railroads, and that it renders illegal all agreements which are in restraint of trade or commerce as we have above defined that expression, and the question then arises whether the agreement before us is of that nature.

GOOD INTENT OF NO AVAIL.

Although the case is heard on bill and answer, thus making it necessary to assume the truth of the allegations in the answer which are well pleaded, yet the legal effect of the agreement itself cannot be altered by the answer, nor can its violation of law be made valid by allegations of good intention or of desire to simply maintain reasonable rates; nor can the plaintiffs' allegation as to the intent with which the agreement was entered into be regarded, as such intent is denied on the part of the defendants; and if the intent alleged in the bill were a necessary fact to be proved in order to maintain the suit, the bill would have to be dismissed. In the view we have taken of the question the intent alleged by the government is not necessary to be proved. The question is one of law in regard to the meaning and effect of the agreement itself—namely: Does the agreement restrain trade or commerce in any way so as to be a violation of the act? We have no doubt that it does. The agreement on its face recites that it is entered into "for the purpose of mutual protection by establishing and maintaining reasonable rates, rules, and regulations on all freight traffic both through and local" To that end the association is formed and a body created which is to adopt rates, which, when agreed to, are to be the governing rates for all the companies, and a violation of which subjects the defaulting company to the payment of a penalty, and although the parties have a right to withdraw from the agreement on giving thirty days' notice of a desire so to do, yet while in force and assuming it to be lived up to, there can be no doubt that its direct, immediate and necessary effect is to put a restraint upon trade or commerce as described in the act.

For these reasons the suit of the government can be maintained without proof of the allegation that the agreement was entered into for the purpose of restraining trade or commerce or for maintaining rates above what was reasonable. The necessary effect of the agreement is to restrain trade or commerce, no matter what the intent was on the part of those who signed it.

ONE OR TWO MINOR QUESTIONS.

One or two subsidiary questions remain to be decided.

It is said that to grant the injunction prayed for in this case is to give the statute a retroactive effect; that the contract at the time it was entered into was not prohibited or declared illegal by the statute, as it had not then been passed; and to now enjoin the doing of an act which was legal at the time it was done would be improper. We give to the law no retroactive effect. The agreement in question is a continuing one. The parties to it adopt certain machinery and agree to certain methods for the purpose of establishing and maintaining in the future reasonable rates for transportation. Assuming such action to have been legal at the time the agreement was first entered into, the

continuation of the agreement after it has been declared to be illegal becomes a violation of the act. The statute prohibits the continuing or entering into such an agreement for the future, and if the agreement be continued it then becomes a violation of the act. There is nothing of an *ex post facto* character about the act. The civil remedy by injunction and the liability to punishment under the criminal provisions of the act are entirely distinct, and there can be no question of any act being regarded as a violation of the statute which occurred before it was passed. After its passage, if the law be violated, the parties violating it may render themselves liable to be punished criminally, but not otherwise.

It is also argued that the United States have no standing in court to maintain this bill; that they have no pecuniary interest in the result of the litigation or in the question to be decided by the court. We think that the fourth section of the act invests the government with full power and authority to bring such an action as this, and if the facts be proved, an injunction should issue. Congress having control of interstate commerce, has also the duty of protecting it, and it is entirely competent for that body to give the remedy by injunction as more efficient than any other civil remedy. The subject is fully and ably discussed in the case of *In re Debs* (158 U. S. , 564; 15 Sup. Ct. , 900). See also *Railway Co. v. Interstate Commerce Commission* (162 U. S. 184; Id. 197; 16 Sup. Ct. , 700); *Texas & Pacific Railroad Co. v. Interstate Commerce Commission* (162 U. S. , 197; 16 Sup. Ct. , 666).

For the reasons given the decrees of the United States Circuit Court of Appeals and of the Circuit Court of the District of Kansas must be reversed, and the case remanded to the Circuit Court for further proceedings in conformity with this opinion.

An act to protect trade and commerce against unlawful restraints and monopolies.

Be it enacted by the senate and house of representatives of the United States of America in congress assembled:

Section 1. Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several states, or with foreign nations, is hereby declared to be illegal. Every person who shall make any such contract or engage in any such combination or conspiracy shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by fine not exceeding \$5,000, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court.

Sec. 2. Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several states, or with foreign nations, shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by fine not exceeding \$5,000, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court.

Sec. 3. Every contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce in any territory of the United States or of the District of Columbia, or in restraint of trade or commerce between any such territory and another, or between any such territory or territories and any state or states or the District of Columbia, or with foreign nations, or between the District of Columbia and any state or states or foreign nations, is hereby declared illegal. Every person who shall make any such contract or engage in any such combination or conspiracy shall be deemed guilty of a misdemeanor,

and on conviction thereof shall be punished by fine not exceeding \$5,000, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court.

Sec. 4. The several circuit courts of the United States are hereby invested with jurisdiction to prevent and restrain violations of this act; and it shall be the duty of the several district attorneys of the United States, in their respective districts, under the direction of the attorney-general, to institute proceedings in equity to prevent and restrain such violations. Such proceedings may be by way of petition setting forth the case and praying that such violation shall be enjoined or otherwise prohibited. When the parties complained of shall have been duly notified of such petition the court shall proceed, as soon as may be, to the hearing and determination of the case; and pending such petition and before final decree the court may at any time make such temporary restraining order or prohibition as shall be deemed just in the premises.

Sec. 5. Whenever it shall appear to the court before which any proceeding under section 4 of this act may be pending that the ends of justice require that other parties should be brought before the court, the court may cause them to be summoned, whether they reside in the district in which the court is held or not; and subpoenas to that end may be served in any district by the marshal thereof.

Sec. 6. Any property owned under any contract or by any combination, or pursuant to any conspiracy (and being the subject thereof) mentioned in section 1 of this act, and being in the course of transportation from one state to another, or to a foreign country, shall be forfeited to the United States, and may be seized and condemned by like proceedings as those provided by law for the forfeiture, seizure, and condemnation of property imported into the United States contrary to law.

Sec. 7. Any person who shall be injured in his business or property by any other person or corporation by reason of anything forbidden or declared to be unlawful by this act may sue therefor in any circuit court of the United States in the district in which the defendant resides or is found, without respect to the amount in controversy, and shall recover three-fold the damages by him sustained, and the costs of the suit, including a reasonable attorney's fee.

Sec. 8. That the word "person" or "persons" wherever used in this act shall be deemed to include corporations and associations existing under or authorized by the laws of either the United States, the laws of any of the territories, the laws of any state, or the laws of any foreign country.

Approved, July 2, 1890.

DISSENTING OPINION.

A dissenting opinion in the case of *The United States, appellant, v. The Trans-Missouri Freight Association*, was read by Mr. Justice White. Mr. Justice Field, Mr. Justice Gray, and Mr. Justice Shiras joined in the dissent. The full text of Justice White's dissenting opinion follows:

It is unnecessary to refer to the authorities showing that although a contract may in some measure restrain trade, it is not for that reason void or even voidable unless the restraint which it produces be unreasonable. The opinion of the court concedes this to be the settled doctrine.

The contract between the railway companies which the court holds to be void because it is found to violate the act of congress of the 2d of July, 1890 (26 Stat. 209), substantially embodies only an agreement between the corporations by which a uniform classification of freight is obtained, by which the secret undercutting of rates is sought to be avoided, and the rates as stated in the published rate sheet, and which, as a general rule, are required by law to be filed with the interstate commerce commission, are secured against arbitrary and sudden changes. I content myself with giving this mere outline of the results of the contract, and do not stop to demonstrate that its provisions are reasonable, since the opinion of the court rests upon that hypothesis. I commence, then, with these two conceded propositions, one of law and the other of fact, first, that only such contracts as unreasonably restrain trade are violative of the general law, and, second, that the particular contract here under consideration is reasonable, and therefore not unlawful if the general principles of law are to be applied to it.

BASIS OF THE DECISION.

The theory upon which the contract is held to be illegal is that even though it be reasonable, and hence valid, under the general principles of law, it is yet void, because it conflicts with the act of congress already referred to. Now, at the outset, it is necessary to understand the full import of this conclusion. As it is conceded that the contract does not unreasonably restrain trade, and that if it does not so unreasonably restrain, it is valid under the general law, the decision, substantially, is that the act of congress is a departure from the general principles of law, and by its terms destroys the right of individuals or corporations to enter into very many reasonable contracts. But this proposition, I submit, is tantamount to an assertion that the act of congress is itself unreasonable. The difficulty of meeting, by reasoning, a premise of this nature is frankly conceded, for, of course, where the fundamental proposition upon which the whole contention rests is that the act of congress is unreasonable, it would seem conducive to no useful purpose to invoke reason as applicable to and as controlling the construction of a statute which is admitted to be beyond the pale of reason. The question, then, is, is the act of congress relied on to be so interpreted as to give it a reasonable meaning, or is it to be construed as being unreasonable and as violative of the elementary principles of justice?

QUOTES THE EXACT LANGUAGE.

The argument upon which it is held that the act forbids those reasonable contracts which are universally admitted to be legal is thus stated in the opinion of the court, and I quote the exact language in which it is there expressed, lest in seeking to epitomize I may not accurately reproduce the thought which it conveys:

"Contracts in restraint of trade have been known and spoken of for hundreds of years both in England and in this country, and the term includes all kinds of those contracts which in fact restrain trade. Some of such contracts have been held void and unenforceable in the courts by reason of their restraint being unreasonable, while others have been held valid because they were not of that nature. A contract may be in restraint of trade and still be valid at common law. Although valid, it is nevertheless a contract in restraint of trade, and would be so described either at common law or elsewhere. By the simple use of the term contract in restraint of trade, all contracts of that nature, whether valid or otherwise, would be included, and not alone that kind of contract which

was invalid and unenforcible as being in unreasonable restraint of trade. When, therefore, the body of an act pronounces as illegal every contract or combination in restraint of trade or commerce among the several states, etc., the plain and ordinary meaning of such language is not limited to that kind of contract alone which is in unreasonable restraint of trade, but all contracts are included in such language, and no exception or limitation can be added without placing in the act that which has been omitted by congress."

To state the proposition in the form in which it was earnestly pressed in the argument at bar, it is as follows: Congress has said every contract in restraint of trade is illegal. When the law says "every" there is no power in the courts, if they correctly interpret and apply the statute, to substitute the word "some" for the word "every." If congress had meant to forbid only restraints of trade which were unreasonable it would have said so; instead of doing this it has said "every," and this word of universality embraces both contracts which are reasonable and unreasonable.

IS THE PROPOSITION WELL FOUNDED?

FIRST SECTION OF THE ACT WHICH, IT IS SAID, DESTROYS THE RIGHT TO MAKE JUST CONTRACTS.

Is the proposition which is thus announced by the court, and which was thus stated at bar, well founded? is the first question which arises for solution. I quote the title and the first section of the act which, it is asserted, if correctly interpreted, destroys the right to make just and reasonable contracts:

"An act to protect trade and commerce against unlawful restraints and monopolies.

"Every contract, combination, in the form of trust or otherwise, or conspiracy in restraint of trade or commerce among the several states or with foreign nations, is hereby declared to be illegal. Every person who shall make any such contract or engage in any such combination or conspiracy shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by fine not exceeding \$5,000, or by imprisonment not exceeding one year, or by both said punishments in the discretion of the court."

Is it correct to say that at common law the words "restraint of trade" had a generic signification which embraced all contracts which restrained the freedom of trade, whether reasonable or unreasonable, and, therefore that all such contracts are within the meaning of the words "every contract in restraint of trade"? I think a brief consideration of the history and development of the law on the subject will not only establish the inaccuracy of the proposition, but also demonstrate that the words "restraint of trade" embrace only contracts which unreasonably restrain trade, and, therefore, that reasonable contracts, although they in some measure "restrain trade," are not within the meaning of the words. It is true that in the adjudged cases language may be found referring to contracts in restraint of trade which are valid because reasonable. But this mere form of expression, used not as a definition, does not maintain the contention that such contracts are embraced within the general terms "every contract in restraint of trade." The rudiments of the doctrine of contracts in restraint of trade are found in the common law at a very early date. The first case on the subject is reported in Year Book 2, Henry V., fol. 5, p. 26, and is known as

Dier's case. That was an action of damages upon a bond conditioned that the defendant should not practice his trade as a dyer at a particular place during a limited period, and it was held that the contract was illegal. The principle upon which this case was decided was not described as one forbidding contracts in restraint of trade, but was stated to be one by which contracts restricting the liberty of the subject were forbidden. The doctrine declared in that case was applied in subsequent cases in England prior to the case of *Mitchell v. Reynolds*, decided in 1711, and reported in 1 P. Wms. 181. There the distinction between general restraints and partial restraints was first definitely formulated, and it was held that a contract creating a partial restraint was valid and one creating a general restraint was not. The theory of partial and general restraints established by that case was followed in many decided cases in England, not, however, without the correctness of the difference between the two being in some instances denied and in others questioned, until the matter was set finally at rest by the house of lords in *Nordenfelt v. Nordenfelt Guns and Ammunition Company*, reported in (1894) App. Cas. p. 535. In that case it was held that the distinction between partial and general restraint was an incorrect criterion, but that whether a contract was invalid because in restraint of trade must depend upon whether, on considering all the circumstances, the contract was found to be reasonable or unreasonable. If reasonable, it was not a contract in restraint of trade, and if unreasonable it was.

DECISIONS OF THE COURTS.

The decisions of the American courts substantially conform to both the development and ultimate results of the English cases. Whilst the rule of partial and general restraint has been either expressly or impliedly admitted, the exact scope of the distinction between the two has been the subject of discussion and varying adjudication. And, although it is accurate to say that in the cases expressions may be found speaking of contracts as being in form, in restraint of trade and yet valid, it results from an analysis of all the American cases, as it does from the English, that these expressions in no way imply that contracts which were valid because they only partially restrained trade were yet considered as embraced within the definition of "contracts in restraint of trade." On the contrary, the reason of the cases, where contracts partially restraining trade were excepted and hence held to be valid, was because they were not contracts in restraint of trade in the legal meaning of those words. Referring to the modern and American rule on the subject, Beach, in his recent treatise on "The Modern Law of Contracts," at sec. 1,569, says:

"The tendency of modern thought and decisions has been no longer to uphold in its strictness the doctrine which formerly prevailed respecting agreements in restraint of trade. The severity with which such agreements were treated in the beginning has relaxed more and more by exceptions and qualifications, and a gradual change has taken place, brought about by the growth of industrial activities and the enlargement of commercial facilities which tend to render such agreements less dangerous, because monopolies are less easy of accomplishment."

DEFINES RESTRAINT OF TRADE.

The fact that the exclusion of reasonable contracts from the doctrine of restraint of trade was predicated on the conclusion that such contracts were no longer considered as coming within the meaning of the words "restraint of

trade," is nowhere more clearly and cogently stated than in the opinion of the court of appeals of the state of New York in the case of *Matthews v. Associated Press of New York* (136 N. Y. 333; 32 N. E. 981). In considering the contention that a by-law of the defendant association which prohibited its members from receiving or publishing "the regular news dispatches of any other news association covering a like territory and organized for a like purpose" was void, because it tended to restrain trade and competition and to create a monopoly, the learned judge said (p. 340, 136 N. Y.; p. 982, 32 N. E.):

"We do not think the by-law improperly tends to restrain trade, assuming that the business of collecting and distributing news would come within the definition of a trade. The latest decisions of courts in this country and in England show a strong tendency to very greatly circumscribe and narrow the doctrine of avoiding contracts in restraint of trade. The courts do not go to the length of saying that contracts which they now would say are in restraint of trade are, nevertheless, valid contracts, and to be enforced; they do, however, now hold many contracts not open to the objection that they are in restraint of trade which a few years back would have been avoided on that sole ground, both here and in England. The cases in this court which are the latest manifestations of the turn in the tide are cited in the opinion in this case at general term, and are *Diamond Match Company v. Roeber* (106 N. Y. 73), *Hodge v. Neill* (107 Id. 244), *Leslie v. Lorillard* (110 Id. 519).

"So that when we agree that a by-law which is in restraint of trade is void, we are still brought back to the question what is a restraint of trade in the modern definition of that term? The authority to make by-laws must also be limited by the scope and purpose of the association. I think this by-law is thus limited, and that it is not in restraint of trade as the courts now interpret that phrase."

POINTS TO A FALLACY.

This lucid statement aptly sums up the process of reasoning by which partial and reasonable contracts came no longer to be considered as included in the words "contracts in restraint of trade," and points to the fallacy embodied in the proposition that contracts which were held not to be in restraint of trade were yet covered by the words "in restraint of trade;" that is, that although they were not such contracts, yet they continued so to be. After analyzing the provisions of the by-law, the opinion proceeds as follows (p. 341):

"Thus a by-law of the nature complained of would have a tendency to strengthen the association and to render it more capable of filling the duty it was incorporated to perform. A business partnership could provide that none of its members should attend to any business other than that of the partnership, and that each partner who came in must agree not to do any other business and must give up all such business as he had theretofore done. Such an agreement would not be in restraint of trade, although its direct effect might be to restrain to some extent the trade which had been done."

This adds cogency to the demonstration, and shows in the most conclusive manner that the words "contracts in restraint of trade" do not continue to define those contracts which are no longer covered by the legal meaning of the words.

TRUE TEST IN REGARD TO CONTRACTS—QUESTION ACTUALLY IS WHETHER UNDER ALL CIRCUMSTANCES SUCH AGREEMENTS ARE REASONABLE.

This court has not only recognized and applied the distinction between partial and general restraints, but has also decided that the true test whether a

contract be in restraint of trade is not whether in a measure it produces such effect, but whether under all the circumstances it is reasonable. (*Oregon Steam Navigation Company v. Winsor*, 20 Wall, 64, 68; *Gibbs v. Baltimore Gas Company*, 130 U. S. 396, 409; 9 Sup. Ct. 553.) As it is unnecessary here to enter into a detailed examination of the cases, I append in the margin a reference to decisions of some of the state courts and to several writers on the subject of contracts in restraint of trade, by whom the doctrine is reviewed and the authorities very fully referred to.

It follows from the foregoing statement that at common law contracts which only partially restrain trade, to use the precise language of Maule, justice, in *Rannie v. Irvine* (7 Man. and G. 977), were "an exception engrafted upon that rule," that is, the rule as to contracts in restraint of trade, "and that the exception is in furtherance of the rule itself." I submit, also, manifestly that the further development of the doctrine by which it was decided that if a contract was reasonable it would not be held to be included within contracts in restraint of trade, although such contract might, in some measure, produce such an effect, was also an exception to the general rule as to the invalidity of contracts in restraint of trade. The theory, then, that the words "restraint of trade" define and embrace all such contracts without reference to whether they are reasonable, amounts substantially to saying that, by the common law and the adjudged American cases, certain classes of contracts were carved out of and excepted from the general rule, and yet were held to remain embraced within the general rule from which they were removed. But the obvious conflict which is shown by this contradictory result to which the contention leads rests not upon the mere form of statement but upon the reason of things. This will, I submit, be shown by a very brief analysis of the reasons by which partial restraints were held not to be embraced in contracts in restraint of trade, and by which ultimately all reasonable contracts were likewise decided not to be so embraced. That is to say, that the reasoning by which the exceptions were created conclusively shows the error of contending that the words "contracts in restraint of trade" continued to embrace those reasonable contracts which those words no longer described.

AT FIRST EMBRACED ALL CONTRACTS.

It is perhaps true that the principle by which contracts in restraint of the freedom of the subject or of trade were held to be illegal was first understood to embrace all contracts which in any degree accomplished these results. But as trade developed it came to be understood that if contracts which only partially restrained the freedom of the subject or of trade were embraced in the rule forbidding contracts in restraint of trade, both the freedom of contract and trade itself would be destroyed. Hence, from the reason of things, arose the distinction that where contracts operated only a partial restraint of the freedom of contract or of trade they were not in contemplation of law contracts in restraint of trade. And it was this conception also which, in its final aspect, led to the knowledge that reason was to be the criterion by which it was to be determined whether a contract which, in some measure, restrained the freedom of contract and of trade, was in reality, when considered in all its aspects, a contract of that character or one which was necessary to the freedom of contract and of trade. To define, then, the words "in restraint of trade" as embracing every contract which in any degree produced that effect would be violative of reason, because it would include all those contracts which are the very essence of trade, and

would be equivalent to saying that there should be no trade and therefore nothing to restrain. The dilemma which would necessarily arise from defining the words "contracts in restraint of trade" so as to destroy trade by rendering illegal the contracts upon which trade depends, and yet presupposing that trade would continue and should not be restrained, is shown by an argument advanced, and which has been compelled by the exigency of the premise upon which it is based. Thus, after insisting that the word "every" is all-embracing, it is said from the necessity of things it will not be held to apply to covenants in restraint of trade which are collateral to a sale of property, because not "supposed" to be within the letter or spirit of the statute. But how, I submit, can it be held that the words "every contract in restraint of trade" embrace all such contracts, and yet at the same time it be said that certain contracts of that nature are not included? The asserted exception not only destroys the rule which is relied on, but it rests upon no foundation of reason. It must either result from the exclusion of particular classes of contracts, whether they be reasonable or not, or it must arise from the fact that the contracts referred to are merely collateral contracts. But many collateral contracts may contain provisions which make them unreasonable. The exception which is relied upon, therefore, as rendering possible the existence of trade to be restrained is either arbitrary or it is unreasonable.

WORDS "LAWFUL" AND "UNLAWFUL."

But, admitting arguendo the correctness of the proposition by which it is sought to include every contract, however reasonable, within the inhibition of the law, the statute, considered as a whole, shows, I think, the error of the construction placed upon it. Its title is "An act to protect trade and commerce against unlawful restraints and monopolies." The word unlawful clearly distinguishes between contracts in restraint of trade which are lawful and those which are not. In other words, between those which are unreasonably in restraint of trade, and consequently invalid, and those which are reasonable and hence lawful. When, therefore, in the very title of the act the well settled distinction between lawful and unlawful contracts is broadly marked, how can an interpretation be correct which holds that all contracts, whether lawful or not, are included in its provisions? Whilst it is true that the title of an act cannot be used to destroy the plain import of the language found in its body, yet when a literal interpretation will work out wrong or injury, or where the words of the statute are ambiguous, the title may be resorted to as an instrument of construction. In *United States v. Palmer* (3 Wheat, 610), where general language found in the body of a criminal statute was given a narrow and restricted meaning, Mr. Chief Justice Marshall, in the course of the opinion, said (p. 631): "The title of an act cannot control its words, but may furnish some aid in showing what was in the mind of the legislature. The title of this act is 'An act for the punishment of certain crimes against the United States.' It would seem that offenses against the United States, not offenses against the human race, were the crimes which the legislature intended by this law to punish."

RULES OF CONSTRUCTION.

So, also, in *United States v. Union Pacific R. R. Co.* (91 U. S., 72), where the construction of a statute was involved, it was held that the interpretation adopted was supported by the title, which disclosed the general purpose which congress had in view in adopting the law under consideration. The same

rule was announced in *Smythe v. Fiske* (23 Wall, 374, 380) and *Coosaw Mining Co. v. South Carolina* (144 U. S., 550), and cases there cited.

Premitting the consideration of the title, it cannot be denied that the words "restraint of trade" used in the act in question had long prior to the adoption of that act been construed as not embracing reasonable contracts. The well settled rule is that where technical words are used in an act, and their meaning has previously been conclusively settled by long usage and judicial construction, the use of the words without an indication of an intention to give them a new significance is an adoption of the generally accepted meaning affixed to the words at the time the act was passed. Particularly is this rule imperative where the statute in which the words are used creates a crime, as does the statute under consideration, and gives no specific definition of the crime created. Thus in *United States v. Palmer* (supra) Mr. Chief Justice Marshall, referring to the term "robbery," as used in the statute, said (p. 630): "Of the meaning of the term robbery, as used in the statute, we think no doubt can be entertained. It must be understood in the sense in which it is recognized and defined at common law."

EXCLUDES REASONABLE CONTRACTS.

If these obvious rules of interpretation be applied, it seems to me they render it impossible to construe the words "every restraint of trade" used in the act in any other sense than as excluding reasonable contracts, as the fact that such contracts were not considered to be within the rule of contracts in restraint of trade, was thoroughly established both in England and in this country at the time the act was adopted. It is, I submit, not to be doubted that the interpretation of the words "every contract in restraint of trade," so as to embrace within its purview every contract, however reasonable, would certainly work an enormous injustice and operate to the undue restraint of the liberties of the citizen. But there is no canon of interpretation which requires that the letter be followed, when by so doing an unreasonable result is accomplished. On the contrary, the rule is the other way, and exacts that the spirit which vivifies, and not the letter which killeth, is the proper guide by which to correctly interpret a statute. In *Smythe v. Fiske* (23 Wall, 374, 380) this court declared that "a thing may be within the letter of the statute and not within its meaning, and within its meaning though not within its letter. The intention of the law-maker is the law." In *Lau Ow Bew v. The United States* (144 U. S., 47), this court, speaking through Mr. Chief Justice Fuller, said (p. 59):

"Nothing is better settled than that statutes should receive a sensible construction, such as will effectuate the legislative intention, and, if possible, so as to avoid an unjust or an absurd conclusion. (*Church of the Holy Trinity v. United States*, 143 U. S., 457; *Henderson v. Mayor of New York*, 92 U. S., 259; *United States v. Kirby*, 7 Wall, 482; *Oates v. National Bank*, 100 U. S., 239.)"

In all the cases there cited the literal language of the statutes was disregarded in order to restrict its operation within reason. To those cases may also be added *United States v. Mooney* (116 U. S., 104), where it was contended that by the act of March 3, 1875, c. 137, the circuit courts were vested with jurisdiction concurrent with district courts over certain suits. The plausibility of the argument, based upon the literal language of the statute, was conceded by the court, but the results which would follow from sustaining the construction contended for were pointed out by the court, and it was observed (p. 107, 116 U. S.): "A construction which involves such results was clearly not contemplated by congress."

Indeed, it seems to me there can be no doubt that reasonable contracts cannot be embraced within the provisions of the statute if it be interpreted by the light of the supreme rule commanding that the intention of the law must be carried out, and it must be so construed as to afford the remedy and frustrate the wrong contemplated by its enactment.

PLAIN INTENTION OF THE STATUTE.

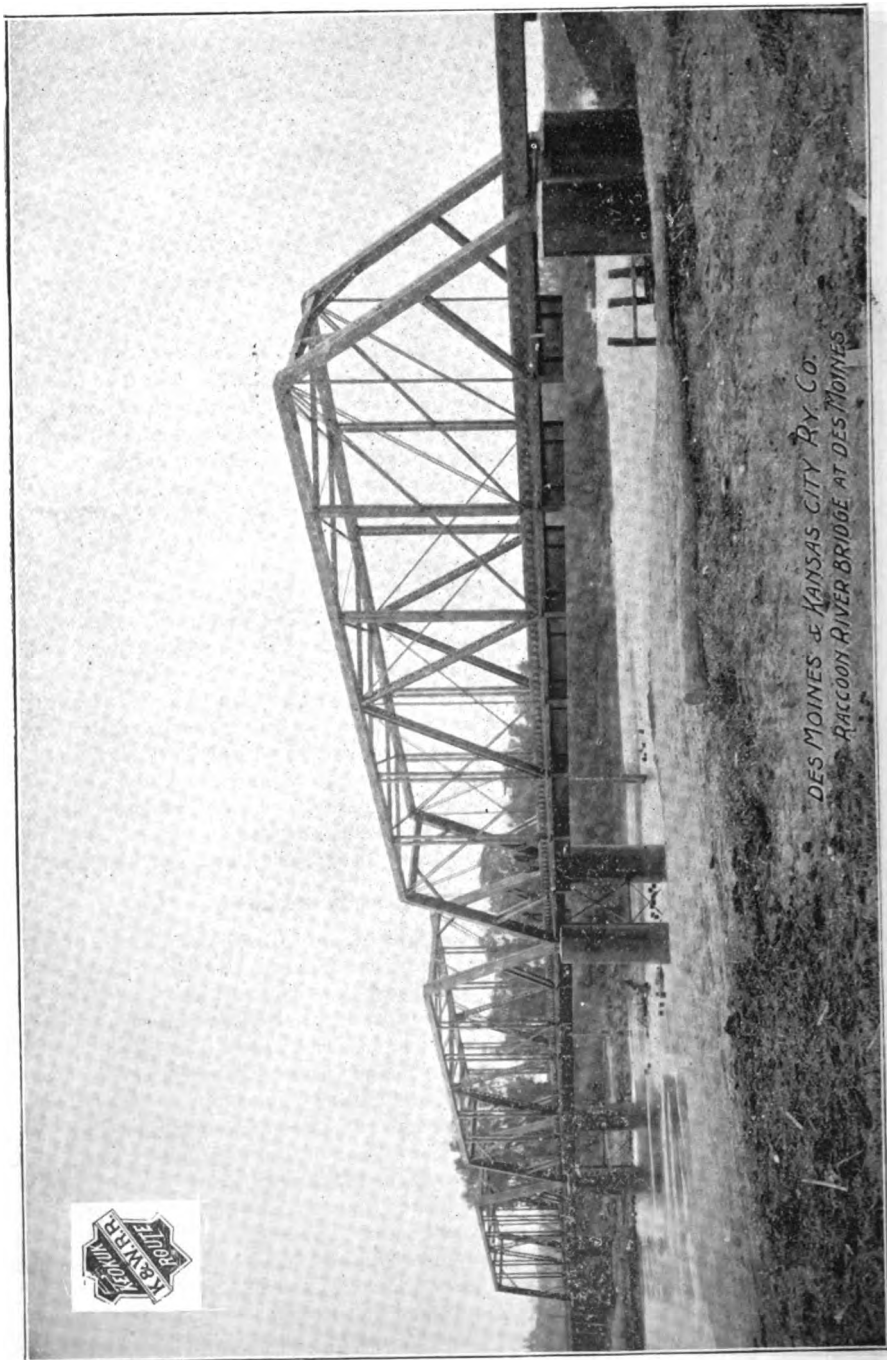
TO PROTECT LIBERTY OF CONTRACT AND THE FREEDOM OF TRADE—EFFECT OF PRESENT INTERPRETATION.

The plain intention of the law was to protect the liberty of contract and the freedom of trade. Will this intention not be frustrated by a construction which, if it does not destroy at least gravely impairs both the liberty of the individual to contract and the freedom of trade? If the rule of reason no longer determines the right of the individual to contract or secures the validity of contracts upon which trade depends and results, what becomes of the liberty of the citizen or of the freedom of trade? Secured no longer by the law of reason, all these rights become subject, when questioned, to the mere caprice of judicial authority.

Thus, a law in favor of freedom of contract, it seems to me, is so interpreted as to gravely impair that freedom. Progress and not reaction was the purpose of the act of congress. The construction now given the act disregards the whole current of judicial authority and tests the right to contract by the conceptions of that right entertained at the time of the year books instead of by the light of reason and the necessity of modern society. To do this violates, as I see it, the plainest conception of public policy, for, as said by Sir G. Jessel, Master of the Rolls, in *Printing Company v. Sampson* (L. R. 19 Eq., 465): "If there is one thing which more than another public policy requires it is that men of full age and competent understanding shall have the utmost liberty of contracting, and their contracts when entered into freely and voluntarily shall be held sacred and shall be enforced by courts of justice."

STRIKES DOWN INTEREST OF THE MANY.

The remedy intended to be accomplished by the act of congress was to shield against the danger of contract or combination by the few against the interest of the many and to the detriment of freedom. The construction now given, I think, strikes down the interest of the many to the advantage and benefit of the few. It has been held in a case involving a combination among workmen, that such combinations are embraced in the act of congress in question, and this view was not doubted by this court. (In re Debs, 64 Fed. Rep., 724, 745-755; 158 U. S., 564.) The interpretation of the statute, therefore, which holds that reasonable agreements are within its purview, makes it embrace every peaceable organization or combination of the laborer to benefit his condition either by obtaining an increase of wages or diminution of the hours of labor. Combinations among labor for this purpose were treated as illegal under the construction of the law which included reasonable contracts within the doctrine of the invalidity of contract or combinations in restraint of trade, and they were only held not to be embraced within that doctrine either by statutory exemption therefrom or by the progress which made reason the controlling factor on the subject. It follows that the construction which reads the rule of reason out of the statute embraces within its



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inhibition every contract or combination by which workingmen seek to peaceably better their condition. It is, therefore, as I see it, absolutely true to say that the construction now adopted which works out such results not only frustrates the plain purpose intended to be accomplished by congress, but also makes the statute tend to an end never contemplated, and against the accomplishment of which its provisions were enacted.

INTENT OF THE ACT OF 1890.

But conceding for the sake of argument that the words "every contract in restraint of trade," as used in the act of congress in question, prohibits all such contracts, however reasonable they may be, and therefore that all that great body of contracts which are commonly entered into between individuals or corporations and which promote and develop trade, and which have been heretofore considered as lawful are no longer such; and conceding, also, that agreements entered into by associations of workingmen to peaceably better their condition either by obtaining an increase or preventing a decrease of wages or by securing a reduction in the hours of labor, or for mutually protecting each other from unjust discharge, or for other reasonable purposes, have become unlawful, it remains to consider whether the provisions of the act of 1890 were intended to apply to agreements made between carriers for the purpose of classifying the freight to be by them carried or preventing secret cutting of the published rates; in other words, whether the terms of the statute were intended to apply to contracts between carriers entered into for the purpose of securing fairness in their dealings with each other and tending to protect the public against improper discrimination and sudden changes in rates. To answer this question involves deciding whether the act here relied upon was intended to abrogate the provisions of the act of congress of the 4th of February, 1887, and the amendments thereto, commonly known as the interstate commerce act. The question is not whether railway companies may not violate the terms of the statute of 1890 if they do acts which it forbids and punishes, but whether that statute was intended to abrogate the power of railway companies to make contracts with each other which are either expressly sanctioned by the interstate commerce act or the right to make which arises by reasonable implication from the terms of that act: that is to say, not whether the act of 1890 is not operative upon all persons and corporations, but whether, being so generally operative, it was intended to forbid, as in restraint of trade, all contracts on the subjects embraced within and controlled by the interstate commerce law. The statute commonly known as the interstate commerce law was a special act and it was intended to regulate interstate commerce transported by railway carriers. All its provisions directly and expressly related to this subject. The act of 1890, on the contrary, is a general law, not referring specifically to carriers of interstate commerce. The rule is that a general law will not be held to repeal a special statute unless there be a clear implication unavoidably resulting from the general law that it was the intention that the provisions of the general law should cover the subject matter previously expressly and specifically provided for by particular legislation. The doctrine on this subject is thus stated in *ex parte Crow Dog* (109 U. S. 570):

GENERAL PRINCIPLE TO BE APPLIED.

"The general principle to be applied," said Boville, C. J., in *Thorpe v. Adams* (L. R. 6 C. P. 135), 'to the construction of acts of parliament, is that a general act is not to be construed to repeal a previous particular act, unless there is

some express reference to the previous legislation on the subject, or unless there is a necessary inconsistency in the two acts standing together.' 'And the reason is,' said Wood, *V. C. Fitzgerald v. Champenys* (30 L. J. N. S. Eq 782; 2 Johns. & Hem. 31-54), 'that the legislature, having had its attention directed to a special subject, and having observed all the circumstances of the case and provided for them, does not intend by a general enactment afterward to derogate from its own act when it makes no special mention of its intention so to do.'"

These principles thus announced are treated as elementary by the text writers. (Endlich on Interpretation of Statutes, section 223; Sedgwick on Statutory Construction, sections 157, 158; Sutherland on Statutory Construction section 157)

RELATION TO INTERSTATE COMMERCE.

ACT OF 1890 NOT DESIGNED TO COVER PARTICULAR SUBJECTS COVERED BY THE LAW OF 1887.

Does, therefore, the implication irresistibly arise that congress intended in the act of 1890 to abrogate, in whole or in part, the provisions of the act of 1887, regulating interstate commerce? It seems to me that the nature of the two enactments clearly demonstrates that there was no such intention. The act to regulate interstate commerce expressed the purpose of congress to deal with a complex and particular subject which from its very nature, required special legislation. The act was the initiation of a policy by congress looking to the development and working out of a harmonious system to regulate the highly important subject of interstate transportation.

Conceding arguendo that the debates which took place at the time of the passage of the act of 1890 may not be resorted to as a means of interpreting its text, yet a review of the proceedings connected with the passage of the act of July 2, 1890, through the two houses of congress, it seems to me, leaves no room for question that the act was not designed to cover the particular subjects which had been theretofore specially regulated by provisions of the interstate commerce law.

CONGRESSIONAL PROCEEDINGS.

Prior to the passage of the act of 1890 various reports had been made to congress concerning the operations of the interstate commerce act, in which the commission pointed out the desirability and necessity of contracts between railroad companies in the matter of classification, stable rates, etc. After the act of 1890 had been adopted in the senate it was amended in the house of representatives so as to specifically include among the contracts declared lawful "contracts for the transportation of persons or property from one state or territory into another." (Cong. Rec. vol. 21, part 5, pp. 4,099, 4,144) On the return of the bill to the senate the amendment was agreed to with the added provision that the contracts for transportation be prohibited, "should only be such as raise the rates of transportation above what is just and reasonable." (Ib. 4,753.) The house refused to concur in the senate amendment. A conference committee was appointed by both bodies, which recommended that the house of representatives recede from its disagreement to the amendments of the senate and agree to the same modified by the addition of the provision that "nothing in this act shall be deemed or held to impair the powers of the several states in respect to any of the matters in this act mentioned." In a statement accompanying the report, Mr. Stewart, for the conferees on the part of the house, said:

"A majority of the committee of conference on the part of the house on the disagreeing votes of the two houses on senate bill submit the following statement:

TWO THINGS DECLARED ILLEGAL.

"In the original bill two things were declared illegal—namely: contracts in restraint of interstate trade or commerce and the monopolization of such trade.

"Its only object was the control of trusts, so called, so far as such combinations in their relation to interstate trade are within reach of federal legislation.

"The house amendment extends the scope of the act to all agreements entered into for the purpose of preventing competition, either in the purchase or sale of commodities, or in the transportation of persons or property within the jurisdiction of congress.

"It declares illegal any agreement for relief from the effects of competition in the two industries of transportation or merchandising, however excessive or destructive such competition may be.

"The amendment reported by the conference is the senate amendment with the added proviso that the power of the states over the subject embraced in the act shall not be impaired thereby.

"It strikes from the house amendment the clause relating to contracts for the purchase of merchandise, and modifies the transportation clause by making unlawful agreements which raise rates above what is just and reasonable." (Cong. Rec. vol. 21, part 6, p. 5,950.)

HOUSE REJECTS CONFERENCE REPORT.

The house rejected the report of the conference committee and adhered to its amendments. A new conference committee was appointed, and the recommendation of that committee that both houses recede was concurred in, and the bill as it originally passed the senate was adopted. (Cong. Rec. vol. 21, part 9, p. 6,212)

It thus appears that the bill was originally introduced in the form in which it now appears; that this form was thought not to be sufficient to embrace railroad transportation, and that a determined effort was made by the proposed amendment to include such contracts, and that the effort was unsuccessful. The reports to congress by the commission and by the conference committee being facts proper to be noticed in seeking to ascertain the intention of congress (*Church of Holy Trinity v. United States*, 143 U. S. 457) it would seem to be manifest therefrom that there was no intention by the act to interfere with the control and regulation of railroads under the interstate commerce act or with acts of the companies which had theretofore been recognized as in conformity to and not in conflict with that act.

That there was and could have been no intention to repeal by the act of 1890 the earlier "act to regulate interstate commerce" is additionally evidenced by the fact that no reference is made in the later act to the prior one, and that no language is contained in the act of 1890 which could in any way be construed as abrogating any of the rights conferred or powers called into existence by the interstate commerce act. Nowhere, contemporaneous with the act of 1890, is there anything indicating that anyone supposed that the provisions of that act were intended to repeal the interstate commerce act. The understanding of congress in this respect is shown by the circumstance that the interstate commerce act has been amended in material particulars and treated as existing since the adoption of the act of 1890; and this conception of the legislative department

of the government has also been that entertained by the executive and judicial departments, evidenced by the appointment of new members of the commission, and by decisions of the courts enforcing various provisions of that act, and treating it as still subsisting in its entirety. The two laws then coexisting, is the agreement of the carriers to secure a uniform classification of freight and to prevent secret changes of the published rates; in other words, to secure just and fair dealings between each other, sanctioned by the act to regulate interstate commerce, and, therefore, not within the inhibition of the act of 1890?

FEATURES OF THE INTERSTATE ACT.

The interstate commerce act provided for the appointment of a commission, to whom was to be confided the supervision of the execution of the law. Without going into detailed mention of the provisions of the statute, I adopt and quote the summary statement of the leading features of the original act, contained in the first annual report made to congress by the commission, as required by the act. It is as follows:

"All charges made for services by carriers subject to the act must be reasonable and just. Every unjust and unreasonable charge is prohibited and declared to be unlawful.

"The direct or indirect charging, demanding, collecting, or receiving for any service rendered a greater or less compensation from any one or more persons than from any other for a like and contemporaneous service is declared to be unjust discrimination, and is prohibited.

"The giving of any undue or unreasonable preferences, as between persons or localities, or kinds of traffic, or the subjecting any one of them to undue or unreasonable prejudice or disadvantage is declared to be unlawful.

"Reasonable, proper and equal facilities for the interchange of traffic between lines, and for the receiving, forwarding and delivering of passengers and property between connecting lines is required, and discrimination in rates and charges as between connecting lines is forbidden.

"It is made unlawful to charge or receive any greater compensation in the aggregate for the transportation of passengers or the like kind of property under substantially similar circumstances and conditions for a shorter than for a longer distance over the same line in the same direction, the shorter being included within the longer distance.

CERTAIN CONTRACTS UNLAWFUL

"Contracts, agreements or combinations for the pooling of freights of different and competing railroads, or for dividing between them the aggregate or net earnings of such railroads or any portion thereof, are declared to be unlawful.

"All carriers subject to the law are required to print their tariffs for the transportation of persons and property, and to keep them for public inspection at every depot or station on their roads. An advance in rates is not to be made until after ten days' public notice, but a reduction in rates may be made to take effect at once, the notice of the same being immediately publicly given. The rates publicly notified are to be the maximum as well as the minimum charges which can be collected or received for the services respectively for which they purport to be established.

"Copies of all tariffs are required to be filed with the commission, which is also to be promptly notified of all changes that shall be made in the same. The joint tariffs of connecting roads are also required to be filed, and also copies of

all contracts, agreements or arrangements between carriers in relation to traffic affected by the act.

"It is made unlawful for any carrier to enter into any combination, contract or agreement, expressed or implied, to prevent, by change of time schedules, carriage in different cars, or by other means or devices, the carriage of freights from being continuous from the place of shipment to the place of destination."

These provisions substantially exist in the act as now in force, except that by an amendment made March 2, 1889, it was provided that rates should not be reduced by carriers except on three days' public notice of an intention so to do.

This summary of the act, which omits reference to a number of its provisions relating to the power of the commission and the mode in which these powers are to be exercised, will suffice for an examination of the matter in hand.

CONTRACTS SANCTIONED OR IMPLIED.

ACT SPECIFICALLY PROVIDES FOR AGREEMENTS BETWEEN SEVERAL ROADS TO COMPOSE A JOINT LINE

Now, a consideration of the terms of the statute, I submit, makes it clear that the contract here sought to be avoided as illegal, is either directly sanctioned or impliedly authorized thereby. That the act did not contemplate that the relations of the carrier should be confined to his own line and to business going over such line alone is conclusively shown by the fact that the act specifically provides for joint and continuous lines; in other words, for agreements between several roads to compose a joint line. That these agreements are to arise from contract is also shown by the fact that the law provides for the filing of such contracts with the commission. And it was also contemplated that the agreements should cover joint rates, since it provides for the making of such joint tariffs and for their publication and filing with the commission. The making of a tariff of this character includes necessarily agreements for the classification of freight, as the freight classification is the essential element in the making up of a rate. That the interstate commerce rates, all of which are controlled by the provisions as to reasonableness, were not intended to fluctuate hourly and daily as competition might ebb and flow, results from the fact that the published rates could not either be increased or reduced, except after a specified time. It follows, then, that agreements as to reasonable rates and against their secret reduction conform exactly to the terms of this act. Indeed, the authority to make agreements on this subject, not only results from the terms of the act just referred to, but from its mandatory provisions forbidding discrimination against or preference to persons and places. The argument that these provisions referred to joint lines alone, and not to competitive lines, is without force; since joint rates necessarily relate to and are influenced by the rates on competitive lines. To illustrate: suppose three joint lines of railroads between Chicago and New York, each made up of many roads. How could a joint rate be agreed on by the roads composing one of these continuous lines, without an ascertainment of the rate existing on the other continuous line? What contract could be made with safety for transportation over one of the lines without taking into account the rate of all the others? There certainly could be no prevention of unjust discrimination as to the persons and places

within a given territory unless the rates of all competing lines within the territory be considered and the sudden change of the published rates of all such lines be guarded against.

REFERS TO REPORTS TO CONGRESS.

I do not further elaborate the reasons demonstrating that classification is essential to rate-making, and that a joint rate to be feasible must consider the competitive rates in the same territory, since these propositions are to me self-evident, and their correctness is substantiated by statements found in the reports of the interstate commerce commission to congress, of which reports judicial notice may be taken. (*Heath v. Wallace*, 138 U. S., 573, 584.)

I excerpt from some of these reports of the commission to congress statements bearing on these subjects, as well as other statements indicating that agreements among carriers, competitive as well as connecting, for the purpose of securing a uniform classification and preventing of undercutting of rates, under-billing, etc., existed prior to the interstate commerce act, were continued thereafter, and were deemed not to be forbidden by law, but, on the contrary, were considered as instruments tending to secure its successful evolution. Whilst it is doubtless true that in a recent report the commission, as now constituted, has said that agreements between competitors to prevent the undercutting of rates may operate to cause carriers to disregard the lawful orders of the commission, but this fact does not change the legal inference to be deduced from the construction placed upon the law by those charged with its administration in the period immediately following its adoption and which was then reported to congress.

SUBJECT OF RELATIVE RATES.

On the subject of relative rates the commission at page 39 of their first annual report said: "Questions of rates on one line at one point cannot be considered by themselves exclusively; a change in them must affect rates in a considerable part of the country. * * * Just rates are always relative; the act itself provides for its being so when it forbids unjust discrimination as between localities." That is to say, if one continuous line made joint rates and fixed and published them, and the other then made a different rate, not only would the first joint rate be injurious to the interests of the railroads making it, during the period in which it could not be changed, but would also be against the interests of the public and of those who had contracted to ship, since it would create among shippers and the receivers that inequality which it was the express purpose of the act to prevent.

In the same report of the commission, at page 33, not only the expediency but the necessity of contractual relations between railroad companies is pointed out in the following language:

"To make railroads of the greatest possible service to the country contract relations would be essential, because there would need to be joint tariffs, joint running arrangements, an interchange of cars, and a giving of credit to a large extent, some of which were obviously beyond the reach of compulsory legislation, and even if they were not, could be best settled and all the incidents and qualifications fixed by the voluntary action of the parties in control of the roads respectively."

SOME REGULATIONS INDISPENSABLE.

Also at page 35, after referring to the fact that the former railroad associations had been continued in existence since the enactment of the interstate commerce law, though pooling had been prohibited, among other objects, for the "making of regulations for uninterrupted and harmonious railroad communication and exchange of traffic within the territories embraced by their workings," the commission observed that "some regulations in addition to those made by the law are almost if not altogether indispensable."

On the same page the fact is emphasized that classification had not been taken, by the act, out of the hands of the carriers, and it was observed that classification was best made by the joint action of the railroads themselves. In its second annual report the commission, in commenting upon the evils arising from the want of friendly business relations between railroads and the injury that a short road might cause by simply abstaining from extending accommodation that could not be lawfully forced from it, said (page 28):

"The public has an interest in being protected against the probable exercise of any such power; but its interest goes further than this; it goes to the establishment of such relations among the managers of roads as will lead to the extension of their traffic arrangements with mutual responsibility just as far as may be possible, so that the public may have in the service performed all the benefits and conveniences that might be expected to follow from general federation. There is nothing in the existence of such arrangements which is at all inconsistent with earnest competition. They are of general convenience to the carriers, as well as to the public, and their voluntary extension may be looked for until in the strife between the roads the limits of competition are passed and warfare is entered upon. But in order to form them great mutual concessions are often indispensable, and such concessions are likely to be made when relations are friendly, but are not to be looked for when hostile relations have been inaugurated."

At page 29 of the report the existence of traffic arrangements between railroads is called to the attention of congress in the following language:

"While the commission is not at this time prepared to recommend general legislation towards the establishment or promotion of relations between the carriers that shall better subserve the public interest than those which are now common, it must nevertheless look forward to the possibility of something of that nature becoming at some time imperative, unless a great improvement in the existing condition of things is voluntarily inaugurated."

So, also, the existence of traffic associations, between competitive roads, for purposes recognized by the act as lawful, and their favorable tendency seems to be conceded in the fourth annual report of the commissioners, where, at page 29, it is said:

"If the regulations which are established by the railroad associations were uniformly or even generally, observed by their members, respectively, there would be little difficulty in enforcing a rule of reasonable rates, for the competition between the roads which even then would exist would be such as would prevent the establishment of rates which are altogether unreasonable, and the public would not be likely to complain if they were satisfied that the rate sheets were observed."

The character of associations such as that under consideration is alluded to at page 26 of the same report, where, in discussing the subject of how best to

secure a unity of railroad interests, it was observed "without legislation to favor it little can be done beyond the formation of consulting and advisory associations and the work of these is not only necessarily defective but it is also limited to a circumscribed territory."

CLASSIFICATION AND RATES.

The significance of the statement that to obtain uniformity of classification, a result most desirable for the best interests of the public, agreements between the railroads themselves was essential, is apparent from the fact frequently declared by the commission in its reports, that uniformity of classification is one of the prerequisites of uniformity of rates. (1 Ann. Rep. 30, 35; 2 Ann. Rep. 40; 3 Ann. Rep. 51, 52; 4 Ann. Rep. 32.) The very great importance of uniform and stable rates has also frequently been reiterated in the reports of the commission. Thus, at page 6 of the first annual report, in reviewing the causes which led to the adoption of the interstate commerce act, it is said:

"Permanence of rates was also seen to be of very high importance to every man engaged in business enterprises, since without it business contracts were lottery ventures. It was also perceived that the absolute sum of the money charges exacted for transportation, if not clearly beyond the bounds of reason, was of inferior importance in comparison with the obtaining of rates that should be open, equal, relatively just as between places and as steady as in the nature of things was practicable."

That unstable rates between competing carriers lead to injurious discrimination, one of the evils sought to be remedied by the act was mentioned in the same report at pages 36 and 37. in connection with a discussion of the subject of reasonable charges, in the following language:

"Among the reasons most frequently operating to cause complaints of rates may be mentioned the want of steadiness in rates. * * * More often, perhaps, growing out of disagreements between competing companies, which, when they become serious, may result in wars of rates between them. Wars of rates, when mutual injury is the chief purpose in view, as is sometimes the case, are not only mischievous in their effects upon the parties to them, and upon the business community whose calculations and plans must for a time be disturbed, but they have a permanently injurious influence upon the railroad service because of their effect upon the public mind."

EVIL EFFECTS OF SHIFTING RATES.

The evil effects of shifting rates was also treated of at page 22 of the second annual report, where the commission inserted a letter received from a business man of Kansas City, not connected with railroads, who said:

"The frequent and violent changes in railway rates which have taken place during the past few years, and which seem likely to be unabated, seem to me to call for new legislation in the way of amendment of the interstate commerce bill. These changes are ruinous to all business men as well as the railways, and are the cause of great discontent among shippers everywhere, and especially to the farmers. What is needed is a fixed permanent rate which shall be reasonable, and which can be counted upon by anyone engaging in business."

So, also, in the fourth annual report it was observed that shifting, unstable rates by competing roads were contrary to the purpose of the interstate commerce act, and hampered the operations of the commission. It was said at page 21:

"In former reports the commission has referred to the undoubted fact that competition for business between railroad companies is often pushed to ruinous extremes, and the most serious difficulty in the way of securing obedience to the law may be traced to this fact. When competition degenerates to rate wars they are as unsettling to the business of the country as they are mischievous to the carriers, and the spirit of existing law is against them."

SECTION FORBIDDING POOLING.

In addition to the text of the law heretofore commented on, the section which forbids pooling adds cogency to the construction that the law could not have been intended to forbid contracts between carriers for the purpose of preventing the doing of those things which the law forbade. For, as I have shown, it cannot be denied that at the time of the passage of the act there existed associations and contracts between carriers for other purposes than the pooling of their earnings. Whilst the exact scope of these contracts is not shown, the fact that their existence was considered by congress results from the face of the fact, since it requires that agreements and contracts between carriers shall be filed with the commission. Moreover, the earlier reports of the commission, as I have shown, refer to such traffic agreements, and state that after the passage of the act they continued to exist as they had existed before eliminating only pooling feature.

In view of these facts, when the act expressly forbids contracts and combinations between railroads for pooling and makes no mention of other contracts, it is clear that the continued existence of such contracts was contemplated, and they are not intended to be forbidden by the act. The elementary rule of *expressio unius* entirely justifies this implication

NO ANSWER TO THIS REASONING.

And it is, I submit, no answer to this reasoning to say that the record does not show the terms of these contracts, since judicial notice may be taken of the reports made by the commission to congress, from which reports the nature of the contracts is sufficiently pointed out to authorize the conclusion to illustrate that they were of the general character of the one here assailed.

Whilst the excerpts from the reports of the commission which, heretofore made, serve to elucidate the text of the act, they also, I submit, constitute a contemporaneous construction of the provisions of the act made by the officers charged with its administration, which is entitled to very great weight. (*Brown v United States*, 113 U. S., 571, and cases there cited.)

The rule sustained by these authorities receives additional sanction here, from the fact that the construction at the time made by the commission was reported to congress, and the act was subsequently amended by that body without any repudiation of such construction.

It is, I submit, therefore, not to be denied that the agreement between the carriers, the validity of which is here drawn in question, seeking to secure uniform classification and to prevent the undercutting of the published rates, even though such agreements be made with competing as well as joint lines, is in accord with the plain text of the interstate commerce act, and is in harmony with the views of the purposes of that law contemporaneously expressed to congress by the body immediately charged with its administration, and tacitly approved by congress.

INTENT OF THE INTERSTATE LAW.

TO EXACT REASONABLE RATES AND TO STRIKE DOWN THOSE REGARDED AS UNREASONABLE.

But, departing from a consideration of the mere text, and looking at the interstate commerce act from a broader aspect, in order to discover the intention of the lawmaker and to discern the evils which it was intended to suppress and the remedies which it was proposed to afford by its enactment, it seems to me very clear that the contract in question is in accord with the act and should not be avoided.

It cannot be questioned that the interstate commerce act was intended by congress to inaugurate a new policy for the purpose of reasonably controlling interstate commerce rates and the dealings of carriers with reference to such rates. Two systems were necessarily presented; the one a prohibition against the exaction of all unreasonable rates and subject to this restriction, allowing the hourly and daily play of untrammelled competition, resulting in inequality and discrimination; the other imposing a like duty as to reasonable rates, and, whilst allowing competition subject to this limitation, preventing the injurious consequences arising from a constant and daily change of rates between connecting or competing lines, thus avoiding discrimination and preference as to persons and places.

The second of these systems is, I submit, plainly the one embodied in the interstate commerce act. At the outset reasonable rates are exacted, and the power to strike down rates which are unreasonable is provided. In the subsequent provisions discrimination against persons and against places to arise from daily fluctuation in rates is guarded against by requiring publication of rates and forbidding changes of the published rates, whether by way of increase or reduction, during a limited time. To hold, then, the contract under consideration to be invalid when it simply provides for uniform classification and seeks to prevent secret or sudden changes in the published rates, would be to avoid a contract covered by the law and embodied in its policy. It cannot, I think, be correctly said that whilst the avowed purpose of the contract in question embraced only the foregoing objects, its ulterior intent was to bring about results in conflict with the interstate commerce law. The answers to the bill of complaint specially denied the allegations as to the improper motives of the parties to the contract, and also expressly averred their lawful and innocent intention. As the case was heard upon bill and answer, improper motives cannot therefore be imputed. Indeed, the opinion of the court sustains this view, since it eliminates all consideration of improper motives and holds that the validity of the contract must depend upon its face, and deduces as a legal conclusion from this premise that the contract is invalid, because even reasonable contracts are embraced within the purview of the act of 1890. To my mind, the judicial declaration that carriers cannot agree among themselves for the purpose of aiding in the enforcement of the provisions of the interstate commerce law will strike a blow at the beneficial results of that act, and will have a direct tendency to produce the preferences and discriminations which it was one of the main objects of the act to frustrate. The great complexity of the subject, the numerous interests concerned in it, the vast area over which it operates, present difficulties enough without, it seems to me, it being advisable to add to them by holding that a contract which is supported by the text of the law is invalid,

because, although it is reasonable and just, it must be considered as in restraint of trade.

Nor do I think that the danger of these evil consequences is avoided by the statement that if the contract be annulled these dangers will not arise, because experience shows that contracts such as that here in question, when entered into by railroads, are never observed, and therefore it is just as though the contract did not exist. How, may I ask, can judicial notice be taken of this fact, when it is said that judicial notice cannot be taken of the fact that there are such contracts? How, moreover, may I ask, can it be said on one branch of the case that the contract, although reasonable, must be avoided, because it is a contract in restraint of trade, and then on the other branch declare that contracts of that character never do restrain trade because they are never carried out between the parties who enter into them?

There is another contention which, I submit, is also unsound, that is the suggestion that it is impossible to say that there can be such a thing as a reasonable contract between railroads seeking to avoid sudden or secret changes in reasonable rates because the question of railroad rates is so complex and is involved in so much difficulty that to say that a rate is reasonable is equivalent to saying that it must be fixed by the railroads themselves, as no mind outside of the officials of the particular roads can determine whether a rate is reasonable or not. But this proposition absolutely conflicts with the methods of dealing with railroad rates adopted in England and expressly put in force by congress in the interstate commerce act and by many of the states of the union. For years the rule in England was reasonable rates enforced by judicial power and, subsequently by enactment, securing such reasonable rates by administrative authority. The interstate commerce act especially provides for reasonable rates, and vests primarily in the commission, and then in the courts, the power to enforce the provision, and like machinery is provided in many of the states. Will it be said that congress and other legislative bodies have provided for reasonable rates and created the machinery to enforce them, when whether rates are reasonable or not is impossible of ascertainment? If this proposition be correct, what, may I ask, becomes of the judgment of this court in *Cin., N. O. & T. P. Ry. v. Interstate Commerce Commission* (162 U. S. 184), where it is held that the order of the commission finding certain rates charged by a railroad to be unreasonable was correct?

In conclusion, I notice briefly the proposition that though it be admitted that contracts, when made by individuals or private corporations, when reasonable, will not be considered as in restraint of trade, yet such is not the case as to public corporations, because any contract made by them in any measure in restraint of trade, even when reasonable, is presumptively injurious to the public interests and therefore invalid. The fallacy in this proposition consists in overlooking the distinction between acts of a public corporation which are *ultra vires* and those which are not. If the contract of such a corporation which is assailed be *ultra vires*, of course the question of reasonableness becomes irrelevant, since the charter is the reason of the being of the corporation. The doctrine is predicted on the following expressions taken from the opinion of the court expressed by Mr. Chief Justice Fuller in *Gibbs v. Baltimore Gas Company* (*supra*) at page 408:

"That in the instance of business of such a character that it presumably cannot be restrained to any extent whatever without prejudice to the public interests, courts decline to enforce or sustain contracts imposing such restraint, however partial, because in contravention of public policy. This subject is much

considered and the authorities cited in *West Virginia Transportation Company v. Ohio River Pipe Line Company* (22 West Va., 600); *Chicago, etc., Gas Company v. People's Gas Company* (121 Ill., 530); *Western Union Telegraph Company v. American Union Telegraph Company* (65 Ga., 160) "

HOW TO BE CONSTRUED.

But, manifestly, this language must be construed with reference to the facts of the case in which it was used. What the facts were in that case is shown by the statement in the opinion (page 406) that the contract there considered "was an agreement for the abandonment by one of the companies of the discharge of its duties to the public." It is also to be remembered that it was this character of contract, that is, one which was *ultra vires*, which was held to be illegal in the *West Virginia*, *Illinois* and *Georgia* cases, which were cited in the *Gibbs* case in support of the excerpt just quoted. That the language in the *Gibbs* case referred to conditions of fact like that there passed upon, that is, contracts *ultra vires*, is shown by the subsequent case of *Chicago, etc. Railway Company v. Pullman Car Company* (139 U. S. 79) where a contract of the railway company was assailed as in restraint of trade, and the court held that although by the contract the company had restrained itself for a long period of years from using other than certain drawing-room and sleeping cars, the contract was yet a valid and proper contract. Manifestly this decision is utterly irreconcilable with the view that in the case of a railroad company, every restraint imposed by contract upon its freedom of action is necessarily injurious to the public interests, and hence invalid. Indeed the proposition that any restraint of its conduct which a railroad may create by contract is invalid, because such road is a public corporation, is demonstrated to be erroneous by the interstate commerce act, which, in the provisions heretofore referred to, not only expressly authorizes, but in some instances commands agreements from which restraint of the action of the corporation necessarily arises.

I am authorized to say that Mr. Justice Field, Mr. Justice Gray and Mr. Justice Shiras concur in this dissent.

* *Diamond Match Company v. Roeber*, 106 N. Y. 473; *Leslie v. Lorillard*, 110 N. Y., 519, 533; *Beal v. Ohase*, 31 Mich. 490, 518; *National Benefit Company v. Hospital Company*, 45 Minn. 272; *Ellerman v. Chicago Junction Railways, etc., Company*, 49 N. J. Eq. 215, 217; *Richard v. American Desk Company*, 87 Wis. 503, 514; note to 2 *Parsons on Contracts*, page 748; note to *Angier v. Webber*, 92 Am. Dec. 751 (1867); note to *Mitchell v. Reynolds*, 1 *Smith's Leading Cases*, 705, and supplemental note, 9th Am. Ed. 716 (1888); *Review of Cases by A. M. Eaton* in 4 *Harv. Law Review*, page 129 (1890); *Patterson on Restraint of Trade* (1891).

SYLLABI OF CASES DECIDED BY THE INTERSTATE COMMERCE COMMISSION.

February 8 to August 21, 1896.

Milton Evans v. The Union Pacific Railway Company and S. H. H. Clark, Oliver W. Mink, E. Ellery Anderson, John W. Doane and Frederic R. Coudert, receivers of said Union Pacific Railway Company; The Oregon Short Line & Utah Northern Railway Company individually and as operating the railroad and steamboat lines of the Oregon Railway & Navigation Company, and S. H. H. Clark, Oliver W. Mink, E. Ellery Anderson, John W. Doane and Frederic R. Coudert, receivers of said Oregon Short Line & Utah Northern Railway Company; The Oregon Railway & Navigation Company, and Edwin McNeill, the receiver of said Oregon Railway & Navigation Company.

H. D. May v. Edwin McNeill, receiver of the Oregon Railway & Navigation Company, and The Oregon Railway & Navigation Company.

Decided February 8, 1896.

First.—Prior leave of a court which has appointed the receiver of a railroad company is not necessary to entitle a shipper to complain against such receiver in a proceeding before the commission, nor is such leave necessary to give the commission jurisdiction in such a proceeding.

Second.—A showing of substantial similarity in transportation conditions is necessary to make the rates of carriers in sections of the country other than that served by the defendant road proper standards of comparison in a case of alleged unjust and unreasonable charges.

Third.—Principles laid down in *Morrell v. Union Pac. Ry. Co.* 4 Inters. Com. Rep. 469, 6 I. O. C. Rep. 121, and *Newland v. Northern Pac. Ry. Co.* 4 Inters. Com. Rep. 474, 6 I. O. C. Rep. 131, reaffirmed and applied in these cases.

Fourth.—Upon complaints of unreasonable and unjust rates for the transportation of wheat from Walla Walla and Dayton, Wash., to Portland, Ore., and after investigation and consideration of all the facts and circumstances in each case, *Held:* That the rates complained of were unjust and unreasonable; that reduced wheat rates put in force between said points during the pendency of these proceedings are still above reasonable and just charges for the service rendered; that the wheat rate from Walla Walla to Portland should not exceed 19½ cents per hundred pounds, or \$3.90 per ton; and the rate for the somewhat longer distance from Dayton to Portland should not exceed 20 cents per hundred pounds, or \$4.00 per ton. Complainant's claim for money reparation denied.

Alanson S. Page, Cadwell B. Benson and Charles Tremain v. The Delaware, Lackawanna & Western Railroad Company. The New York Central & Hudson River Railroad Company, The Michigan Central Railroad Company.

Decided March 4, 1896.

First.—Under the "Act to Regulate Commerce" the commission has continuing jurisdiction over the rates and practices of carriers subject to its provisions, and is not precluded from rehearing a particular case, and amending or modifying its original order therein, by the refusal of a circuit court of the United States to enforce such order against the carriers affected thereby,—especially when the reasons assigned for such refusal do not relate to the principal question in controversy and are consistent with an approval of the amended or modified order.

Second.—The commission is authorized and required in appropriate proceedings to determine whether rates or practices of carriers complained of are unlawful, and, if so, to what extent; and to require such carriers by suitable order to cease and desist, not only from doing what is ascertained to be unlawful, but from omitting to do what is found to be lawful.

Third.—In proceedings before the commission complaining parties are not bound to include as defendants all carriers maintaining the rates or indulging in the practices complained of, but may proceed against the particular carrier or carriers whose lines are used or required by the complainants; nor can such carriers excuse disobedience of a lawful order of the commission because other carriers, members of an association with them, were not made parties to the proceeding and have failed or refused to take action in conformity with such order.

Fourth.—The terms "reasonable and just," "unreasonable or unjust," "undue or unreasonable preference or advantage," "undue or unreasonable prejudice or disadvantage in any respect whatsoever," and "unjust discrimination," as used in the statute, imply comparison, and rates to be lawful must bear just relation to each other as well as be reasonable *per se*.

Fifth.—The elements of bulk, weight, value, and character of commodities are main considerations in determining approximately what freight articles are so analogous as to entitle them to the same classification.

Sixth.—When carriers have uniformly placed in the same class all grades of a particular commodity, for example, window shades, regardless of the difference in value between different grades or the size of cases used for shipment, such carriers will not incur greater risks than they have thus voluntarily assumed, if the same practice is continued under a decision and order requiring a lower classification and rating for the great bulk of shipments of that commodity which are actually transported.

Seventh.—An order having been issued in this case on March 23, 1894, requiring the defendants to cease and desist from charging more than third-class rates for the transportation of window shades, and the circuit court of the United States having declined to enforce such order on the sole ground that it applied to shades having very high value as well as to the cheaper varieties,—*Held*, upon rehearing before the commission, that said order of March 23, 1894, should be vacated, and a new order entered containing the same general requirement, but with a proviso permitting the defendants to restrict their transportation of window shades at third-class rates to those limited to a specified maximum valuation at the time of shipment, and to prevent excessive undervaluation for transportation purposes of the much more expensive grades by such regulations as they may be advised are just and lawful.

The Johnston-Larimer Dry Goods Company, complainant, v. The Atchison, Topeka & Santa Fe Railroad Company, and Aldace F. Walker, John J. McCook and Joseph C. Wilson, receivers thereof; The Gulf, Colorado & Santa Fe Railway Company; The St. Louis & San Francisco Railway Company, and Aldace F. Walker, John J. McCook, and Joseph C. Wilson, receivers thereof; The International & Great Northern Railroad Company; The Houston & Texas Central Railroad Company; The Missouri, Kansas & Texas Railway Company; The Missouri Pacific Railway Company; The Chicago, Rock Island & Pacific Railway Company; The Chicago, Rock Island & Texas Railway Company; and The Atchison, Topeka & Santa Fe Railway Company, defendants.

Decided May 12, 1896.

First.—Rates for the transportation of cotton piece goods, molasses, sugar, rice, or coffee from Galveston, Houston, or other shipping points in Texas to Wichita, Kan., which are higher *via* defendant lines than rates on said commodities, respectively, from the same point of shipment to Kansas City and other "Missouri river points,"—*Held*, to be in violation of the provisions of the act to regulate commerce requiring reasonable and just transportation charges, and forbidding undue or unreasonable prejudice or disadvantage to any person, firm, corporation, or locality, or particular description of traffic, in any respect whatsoever. *Held, further*, That such higher rates to Wichita than to Kansas City or other "Missouri river points" *via* the lines of the Atchison, Topeka & Santa Fe Railway Company, and the Chicago, Rock Island & Pacific Railway Company, are in contravention of the fourth section of the act to regulate commerce.

Second.—Defendants required to correct their methods of announcing rates, changes in rates, and exceptions to rate sheets by participating lines, so that their rate schedules will be readily intelligible to shippers and consignees.

Jerome Hill Cotton Company, complainant, v. The Missouri, Kansas & Texas Railway Company, defendant.

Complaint and supplemental complaint filed October 23, 1894.

Answer filed November 30, 1894.

Heard at St. Louis, Mo., April 18, 19, 1895.

Decided May 20, 1895.

First.—A higher charge for a shorter than for a longer distance is sought to be justified by the existence of a compress at the longer distance point where cotton may be compressed and shipped thence to destination at less expense than cotton from the shorter distance can be hauled to the longer distance point, there compressed and hauled to destination or, as is claimed, at less cost than it can be hauled to destination directly without compressing. The rate sheet in such case fixes a rate of charges from the shorter and longer distance points on flat or uncompressed cotton only, "with option of compression en route." In some cases the carrier avails itself of this option and has the shorter distance cotton compressed, hauling it to the longer distance point for that purpose; at other times it is carried directly to destination without compressing, the charge to the shipper being the same in either case. *Held:* That when under this option system of rate-making the carrier causes cotton to be compressed at its own cost and for its own benefit, any dissimilarity of circumstances resulting therefrom is of the carrier's own making, and does not take the traffic out of the general rule of the statute which forbids a greater charge for a shorter distance.

Second.—When a carrier charges 70 and 80 cents per 100 pounds on cotton from Indian territory points to St. Louis, and 75 cents for distances 400 to 600 miles longer, and had long had in force rates of 60 and 65 cents per 100 pounds from these Indian territory points when it did not reach St. Louis over its own line, and at a time when the value of cotton was much higher and its transportation more expensive than now; when it had made considerable reductions in its rates and charges generally, and upon 99 per cent or practically all its cotton rates except those in dispute; and when its rate on other freight, hauled and handled at greater expense, is much less than cotton rates; and where other roads in the same territory for like rates have much longer hauls; *Held:* That such charges of 70 and 80 cents are unreasonable and to be reasonable should not exceed 60 and 65 cents per 100 pounds.

Third.—The financial necessities and conditions of the carrier should be considered and given proper weight in fixing rates, but are not controlling to the extent that independent of other circumstances any rates are reasonable until the earnings are sufficient to operate the road and meet all the obligations of the company. The stated obligations of the carriers between St. Louis and Texas, and St. Louis and the Indian territory, to be met by earnings, are eight times as great on some as upon others, varying from less than \$13,000 to more than \$103,000 per mile; and to adjust reasonable rates on the basis of the bonds and stocks issued is impracticable.

VIOLATION OF THE FOURTH SECTION.

E. D. McClelen, W. M. Elgin, Jabe C. Faughender, Roberts & Stewart and John O. Wolf v. The Southern Railway Company, The Pennsylvania Railroad Company, The Cumberland Valley Railroad Company, The Baltimore & Ohio Railroad Company, The Norfolk & Western Railroad Company and F. J. Kimball and Henry Fink, receivers thereof, The Baltimore, Chesapeake & Richmond Steamboat Company.

E. D. McClelen, W. M. Elgin, Jabe C. Faughender, Roberts & Stewart and John O. Wolf v. The Southern Railway Company, The Chattanooga, Rome & Columbus Railroad Company and Eugene E. Jones, the receiver thereof, The East & West Railroad Company.

Complaints filed March 7, 1895.

Answers filed March 25 and April 19, 1895.

Hearing at Piedmont, Ala., August 8, 1895.

Decided June 6, 1895.

First.—The exaction, without lawful excuse, of a greater compensation in the aggregate for the shorter than for the longer haul over the same line in the same direction, the shorter being included in the longer, which is forbidden by section 4 of the act to regulate commerce, is only a form of unjust discrimination or undue preference, to which, it seems, congress desired to call particular attention because of its prevalence in certain sections of the country.

Second.—Competition by a carrier subject to the act to regulate commerce, and all matters relative thereto, may be presented to the commission for determination upon application of defendants for relief from the operation of the fourth section of the act, under the proviso to said act.

In the matter of alleged unlawful transportation charges by the Illinois Central Railroad Company.

Decided June 23, 1896.

First.—Application of combination rates to through and continuous shipments criticised as unjust.

Second.—Upon complaint forwarded by the railroad commission of Mississippi, and investigation thereon instituted by the commission on its own motion, respondent materially reduced its rates of freight between Memphis, Tenn., and Coldwater, Miss., and other stations on its Memphis division, such rates having been the principal subject of testimony in the proceeding, but it also appearing that such rates should be further revised as to certain points and traffic specified. *Held*: Upon such action of respondent, and the disposition thus manifested to remove just cause of complaint and make the further revision required, that no order be entered at this time, and that all the matters involved be held open for such further action or investigation as, upon the application or petition of any interested party, may appear necessary.

The Board of Trade of the City of Lynchburg, Va.; Witt & Watkins, Bell, Barker & Jennings, Lewis & Jennings, Robinson, Tate & Co.; Rivermont Furniture Co., Stover, Marshall & Winfree, Kinnier, Montgomery & Co., Guggenheimer & Co., Hughes, Effinger & Co., Gibbs, Hancock & Trinkle, Gilliam & Co., and Christian, Beasley & Co. v. The Old Dominion Steamship Company, The Norfolk & Western Railroad Company and F. J. Kimball and Henry Fink, receivers thereof; the East Tennessee, Virginia & Georgia Railway Company and Samuel Spencer, O. M. McGhee and Henry Fink, receivers thereof; The Southern Railway Company.

The Board of Trade of the City of Lynchburg, Va.; Witt & Watkins, Berry, Gilliam & Co., Craddock, Terry & Co., Bell, Barker & Jennings, Rivermont Furniture Co., Stover, Marshall & Winfree, Hughes, Effinger & Co., Gibbs, Hancock & Trinkle, and Gilliam & Co. v. The Merchants' & Miners' Transportation Company, The Norfolk & Western Railroad Company and F. J. Kimball and Henry Fink, receivers thereof; The East Tennessee, Virginia & Georgia Railway Company and Samuel Spencer, O. M. McGhee and Henry Fink, receivers thereof; The Southern Railway Company.

First.—Under the fourth section of the act to regulate commerce a carrier is not justified in charging more for the shorter than for the longer distance by competition at the longer distance point of other carriers which are themselves subject to that act, in the absence of authority from the commission under the proviso clause of said section. *Trammell v. Clyde S. S. Co.* (Georgia R. Commission Cases), 5 I. C. C. Rep. 324, 4 Inters. Com. Rep. 120, cited and reaffirmed.

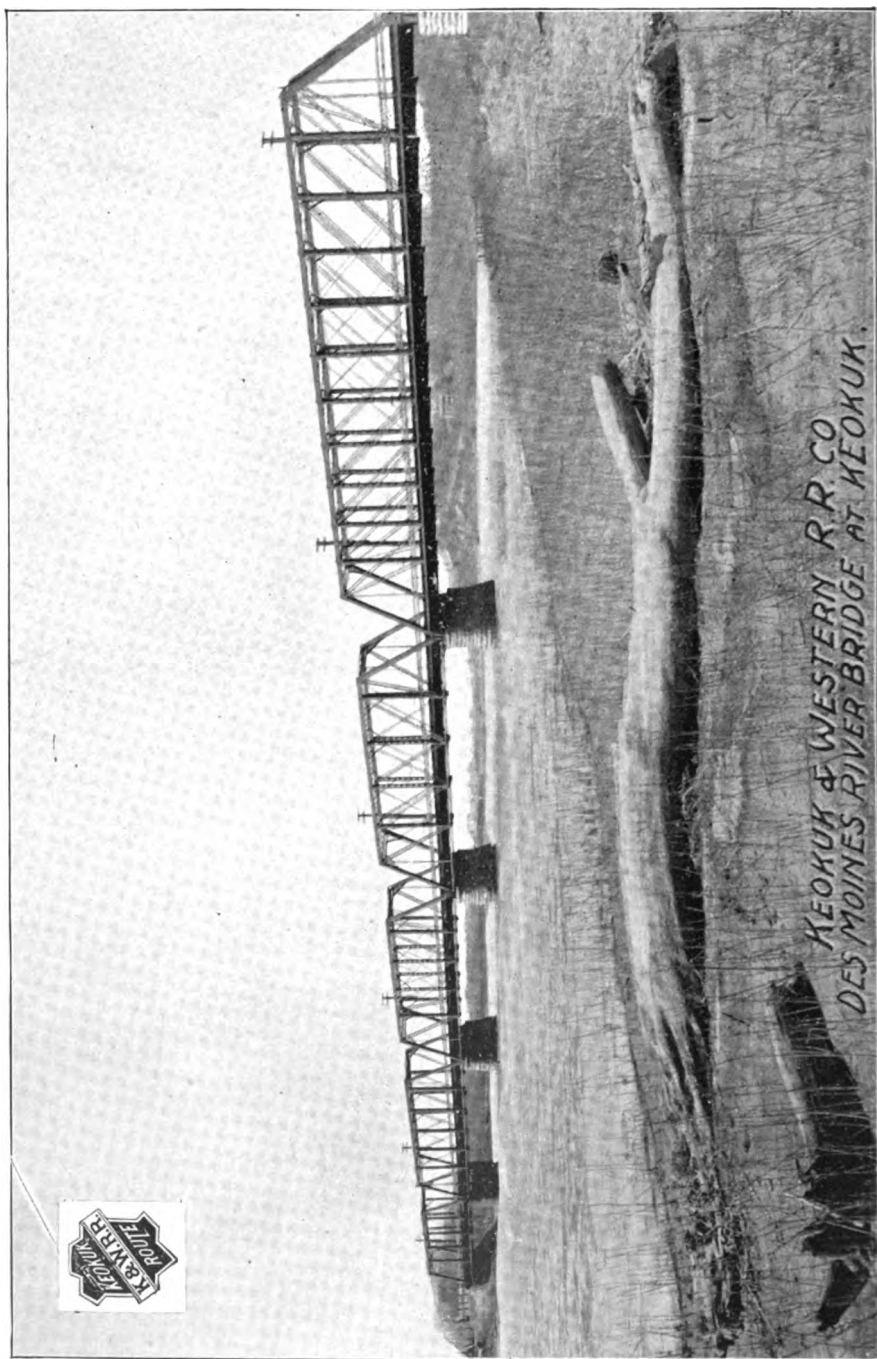
Second.—When rates are relatively unjust, so that undue preference is afforded to one locality or undue prejudice results to another, the law is violated and its penalties incurred, although the higher rate is not in itself excessive, and such rule is especially applicable where a given relation in rates, long continued and concededly equitable, is suddenly and almost completely reversed, merely because other carriers to the longer distance point have disregarded their legal duty.

Third.—During the period between May 29 and August 1, 1894, when greatly reduced rates were charged by defendants to Knoxville, Tenn., dealers at Lynchburg, Va., an intermediate locality, were entitled to rates over the defendant lines from New York, Providence and Boston not greater than those accepted at the same time on like traffic over said lines to Knoxville, and the excess paid for transportation by the intervening Lynchburg dealers over contemporaneous rates to Knoxville was unlawfully collected.

The Commercial Club of Omaha v. The Chicago, Rock Island & Pacific Railway Company, The Chicago, Rock Island & Texas Railway Company, The Missouri Pacific Railway Company, The Burlington & Missouri River Railroad Company in Nebraska, The Kansas City, St. Joseph & Council Bluffs Railroad Company, The Missouri, Kansas & Texas Railway Company, The Atchison, Topeka & Santa Fe Railroad Company, and Aldace M. Walker, John J. McCook and J. C. Wilson, receivers thereof; The Gulf, Colorado & Santa Fe Railway Company, The Houston & Texas Central Railroad Company, The International & Great Northern Railroad Company, The Texas & Pacific Railway Company, The Chicago, Burlington & Quincy Railroad Company, and the Wabash Railroad Company.

Decided August 21, 1896.

First.—Carriers have no right to disregard distance and natural advantages for the purpose of bringing about commercial equality.



KEOKUK & WESTERN R.R. CO.
DES MOINES RIVER BRIDGE AT KEOKUK.

Second—The practice, if lawful, of giving to Kansas City, on shipments from the west through Pueblo, Colorado Springs, Denver and Cheyenne, and from the northwest through Cheyenne, rates not higher than on such shipments to Omaha, furnishes no warrant for giving Omaha rates from Texas points not higher than those to Kansas City,—the circumstances and conditions in the two cases being substantially dissimilar.

Third—Through rates are matters of contract between carriers composing through lines, and the commission has no power to compel connecting carriers to contract with each other.

Fourth.—In a case before the commission, instituted by complaint and strictly *inter partes*, matter not expressly put in issue by the pleadings or necessarily involved in issues so presented, cannot be authoritatively determined by the commission.

Fifth—if, in cases of shipments under a through bill of lading and a through rate, the privilege of "stoppage in transit" at an intermediate point and trying the market there, and, if it be found unsatisfactory, of reshipping on to the point of original destination at the balance of the through rate, be lawful, the granting of it to one locality and denying of it to another under substantially similar circumstances, would be an unjust discrimination against the latter.

Sixth.—The maxima class rates between Omaha and Texas points should not be as high as those between Chicago and Texas points, and should not exceed those between Davenport, Rock Island and Moline and Texas points, and the rate on syrup from Omaha should not be in excess of that from Davenport.

DIGEST OF JUDICIAL DECISIONS.

DIGEST OF JUDICIAL DECISIONS

OF THE SUPREME COURT OF IOWA RELATING TO RAILROAD AND STREET CAR MATTERS DURING THE YEAR.

EMINENT DOMAIN—STREET CROSSINGS.

Under code section 1270, authorizing cities and incorporated towns to take private property for streets, a town may extend a street across the depot grounds of a railway company, where such taking, though it interferes with, does not deprive the railroad company of the right to operate its road. *O., M. & St. P. Ry. Co. v. Starkweather*, St. Comm'r, 66 N-W Rep. 87.

FARM CROSSING.

Code section 1268, providing that, upon the request of any person owning land on both sides of a railway, the company shall construct and maintain one causeway or other adequate means of crossing, with cattle guards, cannot be construed as entitling the land owner to demand other means of crossing, on the ground of convenience or profit, if the causeway is or may be made adequate.

The fact that the causeway so constructed is inconvenient in that its use requires the land owner to open and close gates in order to cross the railroad, does not render it inadequate.

Upon an application to the railroad commissioners for an order requiring a railroad to construct an undergrade crossing in addition to a causeway connecting the two parts of applicant's farm, on the ground that it was inconvenient and inadequate, in that the owner was obliged to open and close gates each time he drove his stock to water, it appeared that in all other respects it was or could be made adequate. *Held*, That an order requiring the railroad company to construct such undergrade crossing was unreasonable. *State v. B., O. R. & N.*, 68 N-W. Rep., 819

In an action against a railroad company for stock killed, it appeared that there was a gate between defendant's road and plaintiff's pasture through which the stock got on defendant's tracks; that stock had run in the pasture for two years without opening the gate; that on the evening before the killing the gate was "properly closed and fastened;" and that on the next morning it was found open in such a way as would require it to have been unhooked, pushed back two feet, and then carried round into the pasture; but there was no evidence as to how it was opened. *Held*, That there was no evidence of defendant's negligence. *Koenigs v. O., M. & St. P. Ry. Co.*, 65 N. W. Rep., 314.

KILLING AND INJURING OF LIVE STOCK.

The mere fact that a horse ran or jumped over a cattle guard is insufficient to establish that the guard was defective.

After horses had entered upon a railroad company's inclosed right-of-way without fault of the company, a brakeman was sent ahead to assist the keeper in removing them. The train was slowly moved forward, with all possible caution, and came to a stop a quarter of a mile from the horses, which broke past the keeper and brakeman and ran into a bridge. *Held*, That the moving of the train was not negligence. *Barnhart v. C., M. & St. P. Ry. Co.*, 66 N. W. Rep., 902.

Under code section 1280, making "any corporation operating a railway" liable, under certain circumstances, for stock killed on its right-of-way, a railroad company, while its property remains in the hands of a receiver, cannot be held liable for stock killed during the receivership. *Schurr v. O. & St. L.*, 87 N. W. Rep., 280.

In an action under code section 1280, to recover double damages for injury to live stock, plaintiff alleged that the stock was given access to defendant's track by reason of defendant's failure to maintain a substantial fence as required by law. Plaintiff proved only that the stock went on defendant's right-of-way and was killed by a locomotive. *Held*, That there could be no recovery on such a showing. *Schmitt v. C., St. P. & K. O.*, 68 N. W. Rep., 715.

OVERCHARGE ON FREIGHT.

Plaintiff had made shipments over defendant's railroad during several years and settled the freight bills presented by defendant. In each of the bills the company had charged defendant overweight. *Held*, That the several items of money paid defendant as freight on the excessive weight constituted an open account within the statute of limitations.

One who had made shipments for a number of years over a railroad, paid the freight bills presented therefor, and accepted receipts which recited the weight of the shipments, was not estopped from showing that the weight was less than that stated in such receipts. *Higley et al. v. B., C. R. & N. Ry. Co.*, 68 N. W. Rep., 820.

PERSONAL INJURY.

In an action for the death of plaintiff's decedent, a brakeman, while coupling cars, alleged to have been due to the negligence of the company in leaving cobble stones on the track, a judgment for plaintiff will not be disturbed, on appeal, for failure of proof of a want of contributory negligence on the part of decedent, there being no direct evidence thereof, no one having seen the accident, where it appears that decedent was acting in the line of his duty when killed.

Recovery for death of a brakeman, alleged to have been due to the negligence of defendants in permitting cobblestones to accumulate on the tracks in a switch yard, is not precluded on the ground that the brakeman assumed the risk therefrom, because he was aware that the gravel trains from which the stones fell were in the yard, where it appears that defendant went to work at midnight, and that the company was accustomed to clear off the stones that would fall from the cars from time to time.

A rule of a railway company, directing brakeman to not uncouple cars while in motion may be waived by the company by disregard thereof on the part of brakeman for such a time that the officers were chargeable with notice, though the brakemen have knowledge of the rule, and also the dangers incident to the employment. *Fish v. Ill. Cent. Rd. Co.*, 65 N. W. Rep., 995.

An engineer of a train running at an unlawful rate of speed through a city failed to give the statutory signals by ringing the bell before approaching a crossing, but blew the whistle in the rear of a wagon that had passed over the crossing just before the train reached it, thereby causing the horses to run away and injure plaintiff. *Held*, That it was for the jury to determine whether the team would have been out of reach of the effect of the sounding of the whistle if the bell had been rung for sixty rods before reaching the crossing, and train had been running at the statutory speed. *Ward v. C., B. & Q.*, 65 N. W. Rep., 999.

Plaintiff, a boy of average intelligence, 13 years old, while playing with others, after dark on a turntable in defendant's railway yards, and, after having helped to set the table in motion, in attempting to get off, stepped between the table and the side of the pit and was injured. He was familiar with the table and its surroundings. *Held*, That the danger of injury in stepping where plaintiff did was obvious, and he was hence guilty of contributory negligence precluding a recovery. *Carson v. C., R. I. & P. Ry. Co.*, 65 N. W. Rep., 831.

A person in crossing the tracks of a railway company laid upon a street, is not required to use "extraordinary" care, but only such care as ordinarily careful and prudent persons would have exercised under the circumstances. *Goodrich v. B., C. R. & N.*, 66 N. W. Rep., 770.

It appeared that plaintiff while crossing defendant's tracks, near a station, had been struck by the north-bound train; that the south-bound train was then standing on the track, waiting for the other to pass; that plaintiff saw the south-bound train and knew that the other train was due; that, before reaching the tracks plaintiff had looked, but had seen no train coming because of obstructions; that, after reaching the tracks there was a clear view in the direction of the approaching train, but plaintiff did not again look. *Held*, That plain-

tiff was guilty of contributory negligence precluding recovery. *Hinken v. Iowa Cent. Ry. Co.*, 66 N. W. Rep., 882.

It appeared that deceased was an experienced brakeman; that his foot caught in a frog in defendant's yard, that the frog had been left unblocked and the roadbed unsurfaced near it; but that intestate did not know this fact. *Held*, That there was no presumption of negligence because he was uncoupling the cars while they were in motion, but it was a question for the jury to decide whether, under the circumstances, he was negligent. *Spaulding v. C., St. P. & K. C.*, 67 N. W. Rep., 227.

An engineer of a train following a hand car propelled by sectionmen familiar with the running of trains, has a right to suppose that they knew the train was approaching, and is bound to use all his efforts to stop the engine only when it appears to him that they are not aware of the approach of the train and are not likely to leave the track in time to allow it to pass.

Where deceased, with other sectionmen, was riding on a hand car when a train approached from behind, and his companions jumped from the car and avoided injury, and deceased, after having seen the train, could have jumped from the car in time to avoid injury, but remained and was killed while attempting to take the car from the tracks, his own action was the proximate cause of his death. *Nelling v. C., St. P. & K. C.*, 67 N. W. Rep., 404.

A rule of a railroad being that the conductor will have control of and be responsible for movements of the train "except when his directions conflict with these rules, or involve risk or hazard, in either of which cases the engineer will be held alike accountable," an engineer will be held guilty of negligence, contributory to a collision in which he was fatally injured where, in obedience to the order of the conductor, he left a station behind time, knowing that the first section of a train coming in the opposite direction, if running on time and according to rules, would be met between that and the next station, that a telegram received there stated that the second section of the other train would be met at the next station, and that the clearance card received there from the operator stated: "I have no further orders for your train," he having no right to assume that the conductor had information relating to the first section of the other train which justified their running on its time. *York v. C., M. & St. P.*, 67 N. W. Rep., 574.

A railway company is not liable for any negligence of its surgeon, employed by it to treat gratuitously its injured employees, in causing an injured employee to be moved from one place to another. *York v. C., M. & St. P.*, 67 N. W. Rep., 574.

Plaintiff, a regular repairer of city crossings, knowing that defendant's car passed along the street at frequent intervals, placed a plank on the top of crossing sleepers to level them, one end so near the track as to come in contact with passing cars; and, standing with his back toward approaching cars, he leaned over the end near the track to see whether the sleepers were level. His hearing was good. He only became aware of the car's approach when close on him, and then jumped to the other side of the plank, and the car knocked the plank against his ankle and injured it. *Held*, That plaintiff was guilty of contributory negligence. *Eddy v. O R. & M. O. Ry. Co.*, 67 N. W. Rep., 676.

Where plaintiff's horses, which she was driving, with another woman and some children in the wagon, had given no sign of being frightened, as an engine, within forty or fifty rods of them, approaching a crossing, had given the crossing signal and signal for brakes, but she had whipped them up, and turned into a field, and had them under control, an instruction that the subsequent giving of the signal for "off brakes" within 150 or 200 feet of them, whereby they were frightened, was not negligence, should not be qualified by the provision "unless the facts and circumstances * * * were such as to render the giving thereof negligence." *Ochiltree v. C. & N.-W. Ry. Co.*, 68 N. W. Rep., 832.

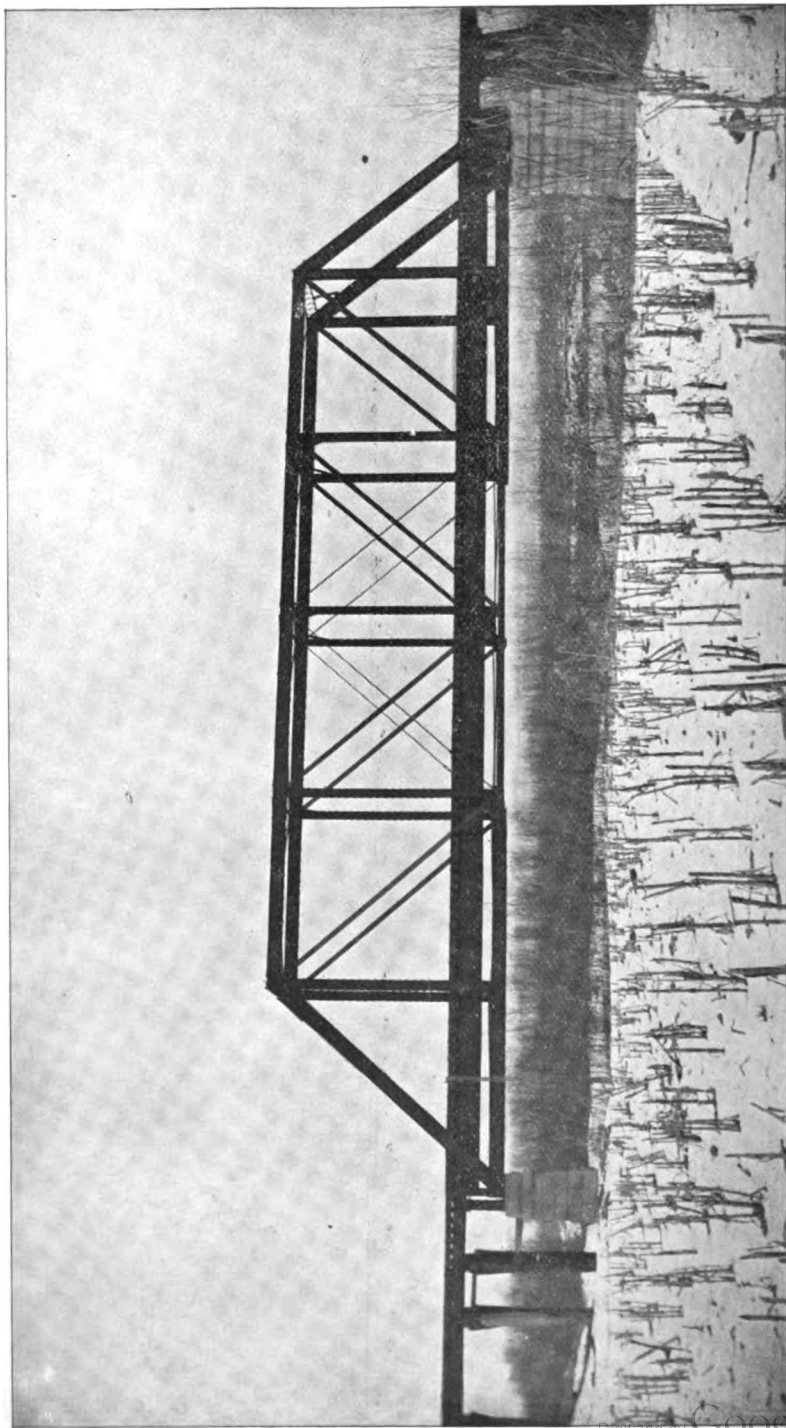
Evidence that a switchman, stepping between a standing car and cars that were being slowly backed, made a coupling and then, starting to go out from between the cars, from some cause fell or was thrown so that one or two wheels of the car ran over one of his legs, the train, however, being stopped by the engineer immediately on striking the standing car, so that the cars only moved about three feet after the switchman fell, is not sufficient to establish any negligence on the part of the railroad company. *Smith v. C., R. I. & P.*, 68 N. W. Rep., 908.

In an action against a street railway company for personal injuries, the fact that plaintiff was negligent in attempting to cross defendant's track in front of a car approaching from behind, in a collision with which plaintiff's wagon was overturned, will not prevent a recovery for injuries received on account of defendant's negligence in restarting the car after it had come to a full stop after the collision, and again striking the wagon as plaintiff was attempting to extricate himself. Where there is evidence that the car was restarted

after the collision, the question whether defendant was negligent in so doing is for the jury' *McDivitt v. Des Moines Street Ry.*, 68 N. W. Rep., 595.

RIGHT OF PERSON IN CHARGE OF LIVE STOCK TO RETURN HOME VIA DIFFERENT ROUTE.

Where a shipping contract, permitting the shipper to accompany his stock, and return, without extra charge, does not specify the route by which he shall return, a general usage of the carrier to allow a return by either of two routes will, if known to the shipper when the contract is made, be presumed a part thereof. *Milroy v. C., M. & St. P.*, 87 N. W. Rep., 276.



**ATCHISON, TOPEKA & SANTA FE RAILWAY.
New 149-foot iron bridge, with stone abutments, over Big Devil Creek, seven miles west of Ft. Madison.**

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